

**CITY COUNCIL MEETINGS
RULES – PUBLIC DECORUM**

Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**
- 6. No person shall be permitted to speak at the first open forum more often than once per calendar month.**

In addition, please silence your cell phones when entering the Council Chambers!

Further, keep the following City Council Rules in mind:

Rule 2.2 OPEN FORUM

- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items not currently on the current or advance Council agendas. No person shall be permitted to speak in open forum regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.
- E. To encourage wider participation in open forum and a broad array of public comment and varied points of view from residents of the City of Spokane, no person shall be permitted to speak at the first open forum more often than once per calendar month. Any person may speak at the second open forum if they have not yet spoken in that meeting's first open forum or concerning any agenda item at that day's meeting, unless the meeting is that person's first address at open forum in that month.. There is no limit on the number of regular legislative agenda items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

- B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

Rule 5.3 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

- A. Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items, and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- B. No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. In order for a Council member to be recognized by the Chair for the purpose of obtaining the floor, the Council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.
- C. Each person speaking at the public microphone shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- F. A speaker asserting a statement of fact may be asked to document and identify the sources of the factual datum being asserted.

- G. When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.
- H. When any person, including members of the public, City staff, and others, are addressing the Council, Council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a Council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or Council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in Robert's Rules of Order, newly revised, shall extend to all speakers before the City Council. The City Council Policy Advisor and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak.

Rule 5.4 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at their discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will be needed for each speaker in order to accommodate all speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.
- B. No public testimony shall be taken on items on the Council's consent agenda, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council, including amendments to these Rules.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:
 - 1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
 - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
 - b. The designated representative of the proponents of the issue shall speak first and may include within their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
 - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents who wishes to speak on behalf of the proponent's position.
 - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same amount of time which was allotted to the proponents.
 - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
 - f. Up to ten (10) minutes of rebuttal time shall be granted to the designated
 - 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (3) minutes to present their position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
 - 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses there to shall be in addition to the time allotted for any individual or designated representative's testimony.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, MAY 11, 2020

MISSION STATEMENT

**TO DELIVER EFFICIENT AND EFFECTIVE SERVICES
THAT FACILITATE ECONOMIC OPPORTUNITY
AND ENHANCE QUALITY OF LIFE.**

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER BETSY WILKERSON

**CITY COUNCIL CHAMBERS
CITY HALL**

**808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201**

CITY COUNCIL BRIEFING SESSION

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views during the Open Forum at the beginning and the conclusion of the Legislative Agenda on any issue not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election.

ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition.
- Each person speaking at the public microphone shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or personal insults will be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

SPEAKING TIME LIMITS: Unless deemed otherwise by the Chair, each person addressing the Council shall be limited to a three-minute speaking time.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at www.spokanecity.org. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

If you have questions, please call the Agenda Hotline at 625-6350.

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|---|------------------------------------|------------------------------|
| 1. Contract Amendment with Avista Corporation (Spokane, WA) for the Small Generator Interconnection Agreement and the accompanying Title Transfer Agreement for City Ownership of and joint operational access to the Upriver Dam high voltage electric switchyard #1.
Dan Kegley | Approve | OPR 2011-0939 |
| 2. Revenue Agreement with Veolia ES Technical Solutions, LLC (Boston, MA) for special disposal services provided by the Waste To Energy Facility—projected annual revenue of \$100,000.
Chris Averyt | Approve | OPR 2020-0447 |
| 3. Low Bid of LaRiviere, Inc. (Rathdrum, ID) for the Hamilton Street Corridor Intersection Improvement—\$3,316,831.20. An administrative reserve of \$331,683.12, which is 10% of the contract price, will be set aside.
Dan Buller | Approve | OPR 2020-0448
ENG 2010056 |
| 4. Report of the Mayor of pending: | Approve &
Authorize
Payments | |

- a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2020, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. CPR 2020-0002
- b. Payroll claims of previously approved obligations through_____, 2020: \$_____. CPR 2020-0003
5. City Council Meeting Minutes: _____, 2020. Approve
All CPR 2020-0013
-

EXECUTIVE SESSION

(Closed Session of Council)

(Executive Session may be held or reconvened during the 6:00 p.m. Legislative Session)

CITY COUNCIL SESSION

(May be held or reconvened following the 3:30 p.m. Administrative Session)
(Council Briefing Center)

This session may be held for the purpose of City Council meeting with Mayoral nominees to Boards and/or Commissions. The session is open to the public.

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

NOTE: The regularly scheduled 6:00 p.m. Legislative Session of the Spokane City Council on May 11, 2020, will be held, unless the Governor's "Stay Home, Stay Healthy" Order is extended.

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

(Committee Reports for Finance, Neighborhoods, Public Safety, Public Works, and Planning/Community and Economic Development Committees and other Boards and Commissions)

OPEN FORUM

NOTE: Open Forum will not be held if the Governor's "Stay Home, Stay Healthy" Order is extended.

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. This Forum shall be for a period of time not to exceed thirty (30) minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed fifteen (15) minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

Note: No person shall be permitted to speak at the first Open Forum more often than once per calendar month. Any person may speak at the second open forum if they have not yet spoken in that meeting's first open forum or concerning any agenda item at that day's meeting, unless the meeting is that person's first open forum in that meeting. (Council Rule 2.2.E)

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2020-0028 Declaring Wilson & Company a sole source provider and authorizing
OPR 2020-0449 contract and the expenditure of approximately \$91,080 for BNSF
Inspection services associated with the Rowan Force Main project
without public bidding.

Nathan Anunson

RES 2020-0029 Directing City of Spokane Neighborhood and Planning Services
Department staff to conduct an abbreviated subarea planning process
in an area adjacent to the North Foothills Employment Center, as
designated on the land use plan map, for the purposes of undertaking
the addition of CC-3 (Centers and Corridors Type 3) Zoning Overlay.

Tirrell Black

ORD C35899 (To be considered under Hearing Item H1.)

Dermott Murphy

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

HEARINGS

(If there are items listed you wish to speak on, please sign your name on the sign-up sheets in the Chase Gallery.)

RECOMMENDATION

- | | |
|--|---|
| <p>H1. Final Reading Ordinance C35899 Relating to Permit Fees, Heating Mechanics Licenses, Building Official Review of Proposed Amendments to 17F, Fences, Adoption of Current State Building Codes, Elevators and Dangerous Conveyances, and Application for Worker's Licenses amending SMC 08.02.031, 10.29.030, 11.19.720, 17C.110.230, 17F.030.010, 17F.040.010, 17F.050.010, 17F.060.040, 17F.060.060, 17F.080.010; 17F.090.010, 17F.100.010, and 17G.010.200. (Deferred from March 30, 2020, Agenda) (Council Sponsor: Council Member Kinnear)</p> | <p>Pass Upon ORD C35899</p> <p>Roll Call</p> <p>Vote</p> |
|--|---|
- Dermott Murphy**
-

Motion to Approve Advance Agenda for May 11, 2020
(per Council Rule 2.1.2)

OPEN FORUM (CONTINUED)

NOTE: Open Forum will not be held if the Governor's "Stay Home, Stay Healthy" Order is extended.

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed fifteen (15) minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

Note: Any person may speak at the second open forum if they have not yet spoken in that meeting's first open forum or concerning any agenda item at that day's meeting, unless the meeting is that person's first address at open forum in that month. (Counsel Rule 2.2.E)

ADJOURNMENT

The May 11, 2020, Regular Legislative Session of the City Council is adjourned to May 18, 2020.

NOTES

**Agenda Sheet for City Council Meeting of:**

05/11/2020

<u>Date Rec'd</u>	4/29/2020
<u>Clerk's File #</u>	OPR 2011-0939
<u>Renews #</u>	

<u>Submitting Dept</u>	WATER & HYDROELECTRIC SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN KEGLEY 625-7820	<u>Project #</u>	
<u>Contact E-Mail</u>	DKEGLEY@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	4100 - AMENDMENT TO SPOKANE UPRIVER DAM INTERCONNECTION		

Agenda Wording

This amendment to the SGIA and the accompanying Title Transfer Agreement provide for the City to obtain ownership of the high voltage disconnect switch at switchyard #1.

Summary (Background)

Small Generator Interconnection Agreement between the City of Spokane and Avista Corporation. Parties agree to amendments necessary to provide for joint operation of disconnect switch at Upriver Dam switchyard #1. Amendment includes City taking title to disconnect switch hardware and contracting with Avista for O&M of the switch and related infrastructure.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session\Other</u> PIES 4/27/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u> Beggs
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List
<u>Legal</u>	ODLE, MARI	eschoedel@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	sburns@spokanecity.org
<u>Additional Approvals</u>		colsen@spokanecity.org
<u>Purchasing</u>		

Briefing Paper

Public Infrastructure, Environment & Sustainability (PIES) Committee

Division & Department:	Water and Hydroelectric Services
Subject:	Amendment to Spokane Upriver Dam Hydroelectric Project's Amended and Restate Small Generator Interconnection Agreement (SGIA) with Avista Corporation. OPR2011-0939
Date:	April 8, 2020
Author (email & phone):	Dana Zentz dzentz@spokanecity.org 509.867.9375
City Council Sponsor:	
Executive Sponsor:	Dan Kegley and Scott Simmons
Committee(s) Impacted:	Public Infrastructure, Environment & Sustainability (PIES) Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	City of Spokane Upriver Dam Hydroelectric Project. This action simplifies operations at Upriver, and provides for greater City control over operating functions.
Strategic Initiative:	Sustainable Energy
Deadline:	April 30, 2020
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Contract Item – Amendment to SGIA.
Background/History: There are two high voltage electric switchyards at Upriver Dam. The existing SGIA allows for City Ownership of and joint (with Avista) operational access to the disconnect switch for switchyard #2 only. This amendment to the SGIA and the accompanying Title Transfer Agreement provide for the City to obtain ownership of the high voltage disconnect switch at switchyard #1 as well. Accordingly, the City will receive the right of joint (with Avista) access to and operation of the Switchyard #1 disconnect switch. The city agrees to accept title to the disconnect switch at switchyard #1, and Avista will provide O&M services for it at City expense on as-needed basis.	
Executive Summary: Small Generator Interconnection Agreement between the City of Spokane and Avista Corporation: <ul style="list-style-type: none"> Parties agree to amendments necessary to provide for joint operation of disconnect switch at Upriver Dam switchyard #1. Amendment includes City taking title to disconnect switch hardware and contracting with Avista for O&M of the switch and related infrastructure (poles, etc.). 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Specify changes required: City will develop and administer Switchyard #1 disconnect switching operations plan similar that in place for Switchyard #2 disconnect. Known challenges/barriers: none	

**ASSET TRANSFER AGREEMENT BETWEEN
AVISTA CORPORATION AND THE CITY OF SPOKANE**

This Agreement (“Agreement”) is entered into by and between Avista Corporation (“Avista”) and the City of Spokane (“City”), each of which may be referred to herein individually as a Party or collectively as the Parties.

RECITALS

WHEREAS, Avista and the City are parties to the Small Generator Interconnection Agreement for the Upriver Dam Hydroelectric Project (Avista Contract No. AV-TR15-0309-01; City OPR No. OPR2011-0939) (“Interconnection Agreement”) that provides for the ongoing terms and conditions governing the interconnection of the City’s Upriver Dam Hydroelectric Project (FERC Project No. 3074) (“Project”) to Avista’s electrical system;

WHEREAS, Avista currently owns certain facilities at the point of interconnection for Switchyard No. 1 of the Project, including Air Switch No. 1083 and three 15kV disconnect switches (labeled 34C), as more fully described in Section 2 herein (collectively, the “Facilities”);

WHEREAS, the City desires to own and operate the Facilities and Avista is willing to transfer the Facilities to the City pursuant to the terms of this Agreement; and

WHEREAS, all terms and conditions regarding the future operation, maintenance, renewal and replacement of the Facilities shall be pursuant to the Interconnection Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT

1. Transfer of Facilities

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Avista does hereby transfer ownership of the Facilities to the City. The City understands and agrees that the Facilities are being conveyed “AS-IS” and without warranties of any kind. Avista disclaims all implied or express warranties, including, without limitation, warranties of fitness or merchantability.

2. Description of Facilities

The Facilities to be transferred from Avista to the City are:

- Three Phase Air Switch No. 1083 and its associated 40-foot cedar pole (manufactured 1986, Class 3, Avista pole# 415420) and all appurtenant facilities including cross arms, brackets, connectors, and grounds;

- Three 15kV disconnect switches (labeled 34C) and their associated 40-foot cedar pole (manufactured 1986, Class 3, Avista pole# 415421) and all appurtenant facilities including cross arms, brackets, connectors, and grounds; and
- One span of three-phase aluminum overhead conductor with all appurtenant deadends, connectors, insulators, taps, and jumpers.


3. Signatures

This Agreement may be executed in multiple counterparts, all of which taken together will constitute one single agreement.

IN WITNESS WHEREOF, duly authorized representatives of each Party have executed this Agreement as of the latest date executed below.

AVISTA CORPORATION

CITY OF SPOKANE

Signed: 

Signed: _____

Name: Jeff Schlect

Name: Nadine Woodward

Title: Senior Manager, Transmission Services

Title: Mayor

Date: March 25, 2020

Date: _____

Attachment 2

Amended Description of the Small Generating Facility, Point of Interconnection, Interconnection Facilities and Metering Equipment

Equipment, including the Small Generating Facility, Interconnection Facilities, and metering equipment shall be itemized and identified as being owned by Interconnection Customer or Transmission Provider.

Description of Small Generating Facility and Premises

The Upriver Dam Hydroelectric Project (the “Project”) (Upriver Dam FERC Project No. 3074) and Premises are specifically described as follows: a hydroelectric generating facility located on the Spokane River in Spokane County, Washington, which has a present nameplate capacity of 17.7 megawatts, and the Well Electric and Parkwater Pump Stations owned and operated by Interconnection Customer that are located adjacent to and served by the generating facility. The Point of Interconnection is shown on Attachment 3.

Description of Point of Interconnection (POI)

The Point of Interconnection is comprised of two separate physical points as identified below:

- 1) The point at which Transmission Provider’s 13.8 kV overhead conductors serving Switchyard No. 1 (a) dead end on Interconnection Customer’s structure and (b) connect with Interconnection Customer’s 13.8 kV jumper conductors on the line side (Transmission Provider’s upstream side) of Interconnection Customer’s Air Switch No. 1083 (see Attachment 3 – One-line Diagram). Transmission Provider shall have the right to operate Air Switch No. 1083 and shall have key access to the air switch operating handle.
- 2) The point where Transmission Provider’s 13.8 kV overhead conductors (1272 AAC) terminate at Interconnection Customer’s Air Switch No. 163 at Switchyard No. 2 (see Attachment 3 – One-line Diagram). Transmission Provider shall have the right to operate Air Switch No. 163 and shall have key access to Switchyard No. 2 and Air Switch No. 163.

Description of Interconnection Facilities

Transmission Provider’s Interconnection Facilities are those 13.8 kV distribution feeder facilities (Beacon 13T09) originating at the Beacon Substation and extending south across the Spokane River up to the Point of Interconnection, including the CTs, PTs, metering and associated communications to measure Project power.

Interconnection Customer’s Interconnection Facilities are the 13.8 kV facilities from the high side of the generator step up transformers at Switchyard No. 1 and Switchyard No. 2 to the Point of

Interconnection, including the two (2) 13.2 kV, 2000 Amp breakers on the high side of the generator step up transformers.

Point of Interconnection – Switchyard No. 1

At POI (1) listed above, Interconnection Customer's Interconnection Facilities include Air Switch No. 1083 and its associated pole, jumpers, insulators and connectors, and three (3) 15 kV cutouts (labeled 34C) installed with solid blade disconnects and their associated pole, jumpers, insulators, connectors, URD cable potheads, and lightning arresters. All such Interconnection Customer Interconnection Facilities between the Point of Interconnection and the URD cable potheads and lightning arresters were installed by Transmission Provider but are owned by Interconnection Customer (such Interconnection Facilities, "City POI #1 Facilities"). Transmission Provider shall provide operation, maintenance, renewal and replacement services for and with respect to the City POI #1 Facilities, at Interconnection Customer's expense, in a manner consistent with Good Utility Practice and the operation, maintenance, renewal and replacement practices applied by Transmission Provider to its own Interconnection Facilities. Transmission Provider shall provide such maintenance, renewal and replacement services upon (i) any written request by Interconnection Customer or (ii) any determination by Transmission Provider, consistent with Good Utility Practice and the operation, maintenance, renewal and replacement practices applied by Transmission Provider to its own Interconnection Facilities, that any such maintenance, renewal or replacement services are reasonably necessary or advisable. Notwithstanding the foregoing, other than in the case of any Emergency Condition, Transmission Provider shall provide advance written notice to Interconnection Customer, along with a written evaluation and cost estimate for the proposed services and materials, prior to providing any such maintenance, renewal or replacement services for or with respect to the City POI #1 Facilities.

Point of Interconnection – Switchyard No. 2

At POI (2) listed above, Transmission Provider's Interconnection Facilities end where the 1272 AAC conductors terminate at the line side (upstream Transmission Provider side) of Air Switch No. 163 located inside Interconnection Customer's fenced Switchyard No. 2. The jumpers from the line to the Air Switch No. 163 were installed by Transmission Provider, but are owned by Interconnection Customer. Interconnection Customer's Facilities also include the 13.8 kV, 1200 Amp, non-load break gang-operated Air Switch No. 163 and steel mounting structure, and three (3) 15 kV solid blade disconnects mounted between Interconnection Customer's 2000 Amp breaker and Air Switch No. 163.

Description of Metering Equipment

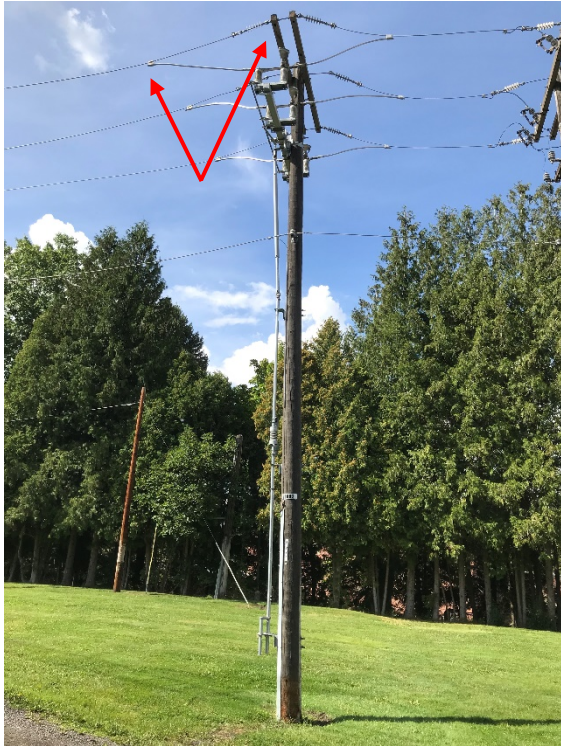
All metering was installed and paid for by Interconnection Customer, but is owned by Transmission Provider. Metering maintenance responsibilities are defined in Article 1.6 of this Agreement.

Quantity	Description	Serial #	Manuf/Part #	Ownership
2	Current Transformers, SCV, 2.4kV, 2000 – 5A (Well Electric Feeder)	Unknown	Unknown	TP Owned – Paid for by IC
2	Current Transformers, SCV, 2.4kV, 2000 – 5A (Parkwater Feeder)	Unknown	Unknown	TP Owned – Paid for by IC
2	Potential Transformers, VIY-60, 2.4kV, 20:1 (For Well Electric and Parkwater Meter)	Unknown	Unknown	TP Owned – Paid for by IC
3	Current Transformers, JCW-5, 15kV, 1200 – 5A (At Interconnection Point)	Unknown	Unknown	TP Owned – Paid for by IC
3	Potential Transformers, JVV-5, 15kV, 70:1 (At Interconnection Point)	Unknown	Unknown	TP Owned – Paid for by IC
1	JEMSTAR Meter (Pumping Load used for Multifunction Billing)	Unknown	JS-05R6010-B3	TP Owned – Paid for by IC
1	JEMSTAR Meter (City Generation used for Multifunction Billing)	Unknown	JS-09R6010-B3	TP Owned – Paid for by IC
1	Clock, Arbiter GPS	A1784	1088B-125V	TP Owned – Paid for by IC
2	Modems	SM-E-3036	SM-202-I-M	TP Owned – Paid for by IC
4	PLC Cards	Unknown 21024810900 21033606216 31022034874	140CPU11302 140CPU11303 140NOE77100 140CPS42400	TP Owned – Paid for by IC
1	Telephone Switch	190504	M-396-8-12	TP Owned – Paid for by TP

TP – Transmission Provider

IC – Interconnection Customer

Point of Interconnection Images



POI (1) at Switchyard No. 1

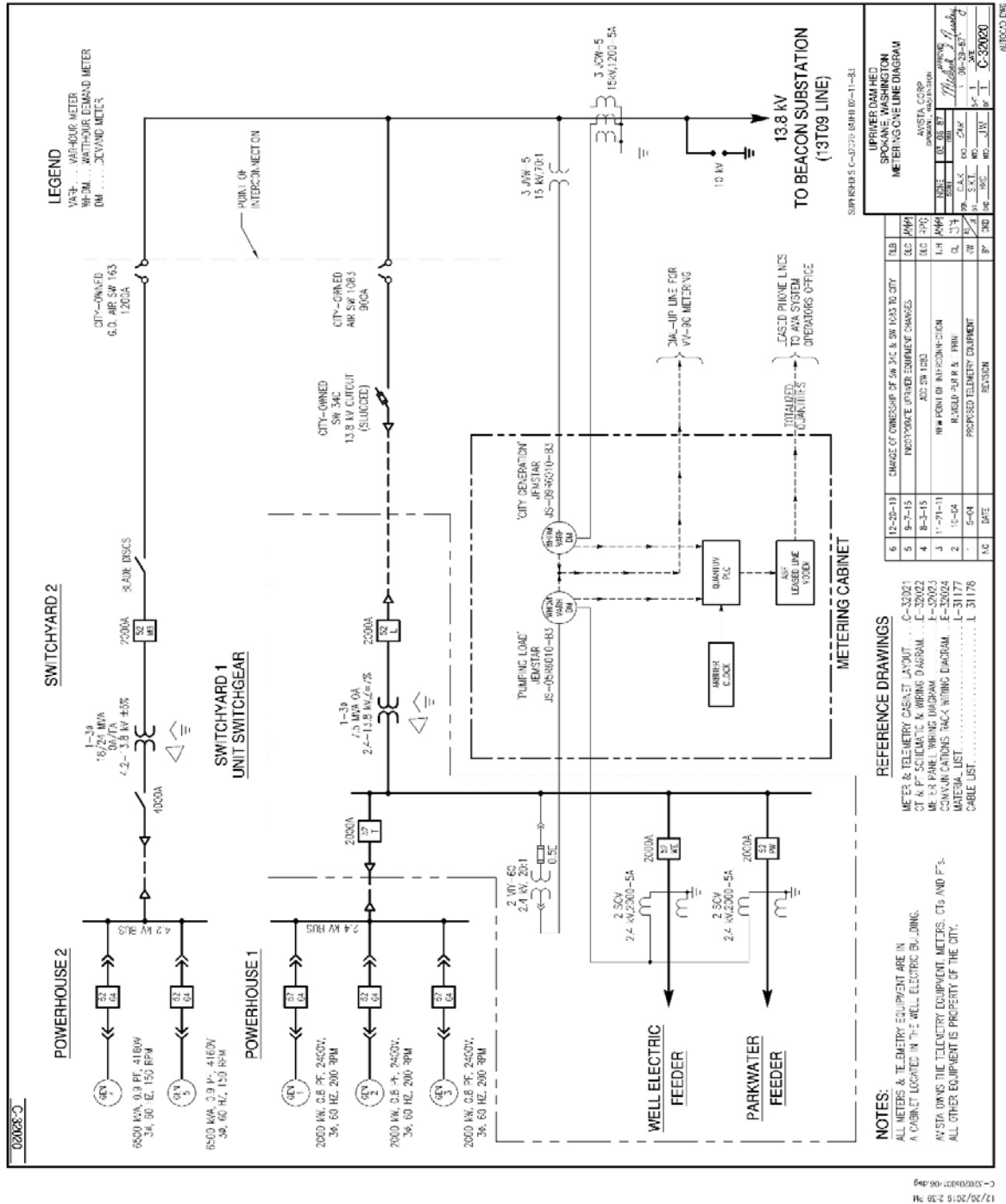
Arrows indicate the change of ownership at the line side (upstream Avista side) of Switch #1083 (shown for one of three phases).



POI (2) at Switchyard No. 2

Arrows indicate the change of ownership where Transmission Provider's 13.8 kV 1272 AAC conductor terminates at the line side of gang-operated Air Switch 163.

One-line Diagram Depicting the Small Generating Facility, Interconnection Facilities and Metering Equipment



No ECF necessary



Agenda Sheet for City Council Meeting of: 05/11/2020

Date Rec'd	4/28/2020
Clerk's File #	OPR 2020-0447
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	REVENUE

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	CHRIS AVERYT 625-6540
Contact E-Mail	CAVERYT@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4490-AGREEMENT FOR SPECIAL DISPOSAL SERVICES AT THE WTE

Agenda Wording

Revenue agreement with Veolia ES Technical Solutions, LLC of Boston, MA for special disposal services provided by the Waste to Energy Facility for a projected annual revenue of \$100,000.00.

Summary (Background)

The City's Waste to Energy Facility is the only municipal waste combustion incinerator in Washington and provides special disposal of waste for many different industries. Veolia ES Technical Solutions, L.L.C., who specializes in disposal services for a variety of industries, has requested to utilize the facility for disposal. The rates agreed to are the published tipping fees for 2020 and they would primarily be disposing of regular waste for industries wanting a landfill alternative.

Fiscal Impact	Grant related? NO	Budget Account
	Public Works? NO	
Revenue	\$ 100,000.00	# 4490-44110-37052-34372
Select	\$	#
Select	\$	#
Select	\$	#
Approvals		Council Notifications
Dept Head	SIMMONS, SCOTT M.	Study Session\Other PSCH 5/4/20
Division Director	SIMMONS, SCOTT M.	Council Sponsor
Finance	ALBIN-MOORE, ANGELA	Distribution List
Legal	ODLE, MARI	mdorgan@spokanecity.org
For the Mayor	ORMSBY, MICHAEL	jsalstrom@spokanecity.org
Additional Approvals		tprince@spokanecity.org
Purchasing	PRINCE, THEA	caveryt@spokanecity.org
		mike.bartholomew@veolia.com

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Agreement with Veolia for Special Waste Destruction Services at the WTE
Date:	May 4, 2020
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org, 625-6540
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Scott Simmons, Director, Public Works
Committee(s) Impacted:	Public Safety & Community Health/ Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTE Operations
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of agreement with Veolia for special waste destruction.

Background/History:

The City of Spokane Waste to Energy Facility is the only municipal waste combustion incinerator in the State of Washington. Therefore, it provides disposal of Special Handling/Non-Typical waste for many different industries. There are special rules and procedures for accepting and handling these types of waste in order to provide efficient and environmentally sound disposal.

Veolia ES Technical Solutions, L.L.C. of Boston, MA, who specializes in disposal services for a variety of industries, has requested these special disposal services at the WTE. The agreement proposed for the provision of waste services with the City of Spokane outlines the terms and conditions of the special destruction process they are in need of. They have agreed to pay the published tipping fees for 2020, and with their current projections could amount to approximately \$100,000.00 in annual revenue to the facility.

Executive Summary:

- Agreement with Veolia ES Technical Solutions, L.L.C. for special destruction services.
- The tipping fees charged will be at the 2020 rates published in the SMC and may be adjusted annually with written notice.
- Current projection of approximately \$100,000.00 in annual revenue to the WTE.
- The initial term of the agreement is for one year and will continue from year to year thereafter unless terminated by written notice.

Budget Impact:

Approved in current year budget? ☐ Yes ☐ No ☒ N/A

Annual/Reoccurring expenditure? ☐ Yes ☐ No ☒ N/A

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers:



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

Services

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

AGREEMENT FOR THE PROVISION OF WASTE SERVICES (*modified)

This Agreement ("Agreement") made as of April 16, 2020, between Veolia ES Technical Solutions, L.L.C. ("Veolia"), having a principal place of business at 53 State Street, Suite 14, Boston, MA 02109 and its affiliates to the extent performing hereunder, and SPOKANE WASTE TO ENERGY ("Company"), having its principal place of business at 2900 S. Geiger Blvd Spokane WA, sets forth the terms and conditions by which Company will provide VEOLIA with the Services indicated below.

VEOLIA is in possession of certain generators' chemical waste materials, as set forth in Company's waste profile sheets (hereinafter referred to as "Waste Material"). Waste profile sheets will be completed prior to acceptance by Company, for each waste stream and are incorporated herein by reference. VEOLIA desires to engage Company to perform the following services ("Services"), noted with a check or checks below, with respect to such Waste Material:

<input type="checkbox"/> Transportation	<input type="checkbox"/> Incineration
<input type="checkbox"/> Aqueous Treatment	<input type="checkbox"/> Recycling/Reclamation
<input type="checkbox"/> Chemical Treatment	<input type="checkbox"/> Secure Chemical Landfill
<input type="checkbox"/> Emergency Response	<input type="checkbox"/> Solvent Recovery
<input type="checkbox"/> Site Remediation	<input checked="" type="checkbox"/> Final Disposal/Incineration (Waste to Energy)

*This Agreement shall cover the performance of all Services for the Waste-to-Energy Facility located in Spokane, Washington.. Subject to the foregoing, neither party shall assign this Agreement without the prior written consent of the other party.

The parties, intending to be legally bound, agree as follows:

1. Company Warranties and Representations

Company warrants and represents as follows:

a) Company has the knowledge, capability, experience and means required to perform the Services covered by this Agreement. Services will be performed using qualified personnel, equipment and material that are suitable to the work requested. Services requested are final disposition at the Waste-to-Energy Facility.

b) Company will perform all Services in compliance with all applicable laws and regulations and in a manner that will not violate the law or cause bodily injury (including death) to any person, damage to property, or contamination of the environment.

c) Company will notify VEOLIA if: (i) Company is served with notice of violation of any laws, regulations, or permits which relate to Services hereunder; (ii) proceedings are commenced which could lead to revocation of permits or licenses which relate to such Services; (iii) permits or licenses relating to such Services are revoked; or (iv) Company becomes aware that any equipment or facilities related to such Services are not in compliance with applicable laws and regulations. The notifications required pursuant to this Article 1(c) shall be provided orally immediately and in writing within fifteen (15) business days of the occurrence giving rise to the necessity of the notification.

*d) Company warrants that all received Waste Material will be stored or disposed of at the Company owned facilities listed on Appendix A, ("Primary Facilities") attached hereto. Company warrants that all facilities, listed on Appendix A, which will receive Waste Material are and will be licensed and permitted to receive, store and dispose of such Waste Material and residues. Waste Material delivered hereunder will be managed pursuant to Company's policies and procedures for disposal.

*e) Company warrants that all Waste Material will be disposed of within thirty (30) days of delivery by VEOLIA. Upon request by Veolia, Company will provide VEOLIA with Certificates of Destruction or Certificates of Disposal, as the case may be, verifying that all Waste Material received by it have been properly and safely treated and disposed in compliance with all applicable laws and regulations.

f) Company agrees to use the utmost care to perform the Services under this Agreement in a manner that best

protects the environment, the public and all VEOLIA and Company personnel in accordance with applicable regulatory requirements under state or federal law.

2. Safety

VEOLIA and Company place the highest importance and priority upon the health and safety of their employees. VEOLIA and Company will take all necessary precautions for the safety of their employees, subcontractors and agents who assist in the performance of this Agreement. VEOLIA and Company will comply with all applicable laws, regulations and industry standards to prevent accidents or injuries to persons on or about the premises where the Services under this Agreement are being performed.

***3. Waste Material Identification and Non-Conformity**

a) VEOLIA agrees that the Waste Material will conform to the description and specifications set forth in the waste profile sheets pursuant to Company's waste approval process or protocol. **SEE APPENDIX E.**

b) In the event Company discovers that any Waste Material is non-conforming, Company may reject such Waste Material, provided that Company has not commingled, mixed or blended the Waste Material with any other material, and such rejection occurs within ten (10) days of Company's receipt of the Waste Material. Such rejection will revert title in VEOLIA. However, Company will exercise reasonable safeguards in storing non-conforming Waste Materials while in Company's possession. All Waste Material not rejected within ten (10) days will be deemed to be conforming waste and thereby accepted by Company. In rejecting any Waste Material, Company will immediately orally notify VEOLIA of the manner in which the waste is non-conforming, such notice to be followed by written notice within two (2) business days. If the Waste Material is in Company's possession, the parties will promptly, in good faith, attempt to agree upon a lawful manner of disposition of the Waste Material. If the parties are unable to so agree, the Waste Material will be returned to VEOLIA for its disposition. VEOLIA will pay Company's reasonable expenses in connection with the disposition or return of all non-conforming Waste Material.

***4. Transfer of Title**

Subject to the provisions of Paragraph 3, title to the Waste Material will pass from VEOLIA and vest in Company when the Waste Material is delivered to the Company's facility.

***5. Indemnification**

a) **VEOLIA agrees to indemnify, defend and hold Company (including present and future officers, directors, owners, employees, agents and affiliates of Company, hereinafter collectively referred to as "Company") harmless from and against any and all liabilities, claims, costs, losses, damages or other expenses (including without limitation, costs of defense, settlement and reasonable attorney's fees) which Company may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, damage to any property, contamination of or adverse effects on the environment, or any violation or alleged violation of laws, orders or regulations, caused in whole or in part by (i) any negligent or willful act of VEOLIA, its employees, agents or contractors in the performance of this Agreement; or (ii) the delivery of non-conforming Waste Material that has been properly handled and rejected by Company in accordance with Paragraph 3 of this Agreement.**

b) **Company agrees to indemnify, defend and hold VEOLIA (including present and future officers, directors, owners, employees, agents, affiliates, subcontractors, assignees and customers of VEOLIA, hereinafter collectively referred to as "VEOLIA") harmless from and against any and all liabilities, claims, costs, losses, damages or other expenses (including without limitation, costs of defense, settlement and reasonable attorney's fees) which VEOLIA may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, damage to any property, contamination of or adverse effects on the environment, or any violation or alleged violation of laws, orders or regulations, caused in whole or in part, by any negligent or willful act of Company; or by a breach of any of Company's warranties or by any negligent or willful act of Company, its employees, agents or contractors, including, but not limited to, any Secondary Facilities utilized in the performance of this Agreement, except where such death, bodily injury or property damage was**

caused by VEOLIA.

***6. Limitation of Liability – NOT USED**

***7. VEOLIA Warranties and Representations**

VEOLIA warrants and represents as follows:

- a) VEOLIA will comply with all applicable laws and regulations pertaining to the Waste Material.
- b) VEOLIA has title, free of any claim or encumbrance, to the Waste Material and is under no legal restraint which would prohibit transfer of title by VEOLIA to Company.
- c) The Waste Material delivered to Company will meet the description and specifications set forth in the waste profile sheets, as approved prior to delivery.

***8. Insurance**

Company is a governmental entity and is self-insured under and in accordance with Washington State law for workers compensation, general liability and pollution legal liability occurrences and conditions. Company waives subrogation in favor of VEOLIA for claims arising out of this Agreement. **SEE APPENDIX D.**

***9. Solicitation – NOT USED**

***10. Confidentiality**

To the extent allowed under Washington State law and Chapter 42.56 RCW, VEOLIA and Company will treat as confidential property and not disclose to others during, or for two (2) years subsequent to the termination of, this Agreement, any confidential information concerning the other party including, but not limited to any of the other party's plans, programs, facilities, processes, products, waste materials, prices, equipment, operations or customers which may come within the knowledge of the parties in the performance of this Agreement, without in each instance securing the prior written consent of the other party. The parties' obligations under applicable laws and regulations to submit reports and manifests will not be affected by this paragraph. In addition, the disclosure of information in composite form in such a manner as not to identify the other party will not be affected by this paragraph. Information within the public domain, other than as a result of the breach of this Agreement, or known to the parties prior to this Agreement, will not be considered confidential.

***11. Compensation**

For Services performed hereunder, and as a condition precedent to payment, VEOLIA will compensate Company in accordance with the schedule set forth in Appendix C ("Pricing Schedule"); shall be paid within 30 days after receipt of an accurate invoice from Company. Company's fee schedule shall remain firm for an initial one (1) year term of this Agreement. Company will have the right to change the fees set forth in Appendix C by giving written notice to VEOLIA of such change, including complete documentation explaining the reasons for the increase. Any such change will become effective sixty (60) days after receipt by VEOLIA of such notice.

***12. Assignment**

This Agreement is assignable only upon the express written consent of both parties, which shall not be unreasonably withheld.

13. Independent Contractor

Company is and shall perform this Agreement as an independent contractor and, as such, shall have and maintain complete control over all of its employees, agents and operations. Neither Company nor anyone employed by it shall be, represented, act, purport to act or be deemed to be agent, representative, employee or servant of Veolia.

***14. Term and Termination**

Initials of Company's Signatory _____

This Agreement will be in effect for one (1) calendar year from the date of execution by Company and will continue from year to year thereafter. Either party may terminate this Agreement by giving sixty (60) days prior written notice. The provision of Paragraphs 1, 3, 4, 5, 6, 7, and 10 will survive any termination of this Agreement.

15. Force Majeure

The performance of this Agreement, except for the payment of money for services already rendered, may be suspended by either party in the event the performance of obligations are prevented by a cause or causes beyond the reasonable control of such party. Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accident, flood, or sabotage; lack of adequate fuel, power, raw materials, labor or transportation facilities; governmental laws, regulations, requirements, orders or actions; breakage or failure of machinery or apparatus; national defense requirements; injunctions or restraining orders; labor trouble, strike, lockout or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment).

The party asserting a right to suspend performance under this Section must, within a reasonable time after he has knowledge of the effective cause, notify the other party of the cause for suspension, the performance suspended, and the anticipated duration of suspension. Upon receipt of such notice advising of a material or indefinite suspension of performance, and if such suspension substantially impairs the value of this Agreement to him, a party may, within a reasonable time (not to exceed thirty days), terminate this Agreement. If such notice of termination is not provided, this Agreement will lapse with respect to any performance suspended hereunder.

The party asserting a right to suspend performance hereunder shall advise the other party when the suspending event has ended, and when performance will be resumed.

16. Notice

Routine notices of conditions or situations affecting the Services performed under this Agreement will be given in writing between designated operating personnel of VEOLIA and Company. All other notices will be given in writing to the parties as follows:

Veolia;	Veolia ES Technical Solutions, L.L.C. Attn: General Counsel 53 State Street, Suite 14 Boston, MA 02109
Company:	Spokane Waste to Energy Attn: Contracts Admin. 2900 S. Geiger Blvd Spokane WA

17. Governing Law

The validity, interpretation and construction of this Agreement will be governed by the laws of the state in which the Services are provided or are to be provided.

18. Savings Clause

If any provision of this Agreement is held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement. This Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

19. Headings

Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

20. Entire Agreement

Appendices A, B and C are attached hereto and made a part of this Agreement. This Agreement constitutes the entire understanding between the parties, and cancels and supersedes all prior negotiations, representations, understandings and agreements, except that the warranty and indemnification obligations contained in any prior agreements shall survive the execution of this Agreement. This Agreement may be amended only by a written specific reference to it signed by both parties. In the event of a conflict between the terms set forth herein and any supplemental contract documents, the terms set forth herein shall govern. The prevailing party will be entitled to reasonable attorneys' fees and court costs in any legal action relating to this Agreement which may arise between the parties.

21. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.

***22. Commitment – NOT USED**

***23. Flow-Downs – NOT USED**

***24. Security Measures – NOT USED**

25. Equal Employment Opportunity

The Equal Opportunity Clause required under Executive Order 11246, the affirmative action commitment for disabled veterans and veterans of the Vietnam era, set forth in 41 CFR 60-250.5(a), the affirmative action clause for individuals with disabilities, set forth in 41 CFR 60-741.5(a), and the related regulations of the Secretary of Labor, 41 CFR Chapter 60, are incorporated by reference in this Agreement. By signing this Agreement, Company certifies that it complies with the authorities cited above, and that it does not maintain segregated facilities or permit its employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8.

***26. Transportation Activities. NOT USED**

IN WITNESS WHEREOF, VEOLIA and Company have each caused this Agreement to be executed by their duly authorized representative on the date set forth above.

VEOLIA ES TECHNICAL SOLUTIONS, L.L.C.

COMPANY

By: 

By: _____

Print: Michael Berthelmann

Print: _____

Title: Director, Supply Chain

Title: _____

Date: 4/20/2020

Date: _____

APPENDIX A
(Primary Facilities)

Spokane Waste to Energy
2900 S. Geiger Blvd Spokane WA

APPENDIX B
(Secondary Facilities)

None

APPENDIX C
(Pricing Schedule)

Pricing negotiated locally and approved by Veolia.

Waste-to-Energy Rates 2020						
	Rate per Ton	Min. Fee	Min. Weight	500 lbs.	1000 lbs.	1500 lbs.
Garbage	\$110.65	\$18.08	320 lbs. or less	\$27.66	\$55.33	\$82.99
Yardwaste	\$55.80	\$5.94	200 lbs. or less	\$13.95	\$27.90	\$41.85
Special Handling	\$198.89	\$99.44	1000 lbs. or less	\$99.44	\$99.44	\$149.17
Tires	\$144.21	\$21.60	300 lbs. or less	\$36.05	\$72.11	\$108.16

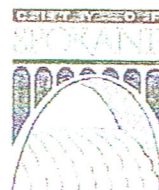
**APPENDIX D
SELF-INSURED LETTER**

PAT J. DALTON
SENIOR ASSISTANT CITY ATTORNEY

ASSISTANT CITY ATTORNEYS

SALVATORE J. FAGGIANO
MATTHEW M. FOLSOM
MARGARET HARRINGTON
MARY F. MURAMATSU
MAXIMAR L. ODLE

NATHANIEL J. ODLE
MICHAEL J. PICCOLO
JAMES A. RICHMAN
ELIZABETH L. SCHROEDER
TIMOTHY B. SZAMBEKAN



OFFICE OF THE CITY ATTORNEY
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3326
509.625.6225
509.625.6277 FAX

MICHAEL C. ORMSBY
CITY ATTORNEY

April 17, 2020

Veolia North America
Attn: Mike Bartholomew
53 State Street, 14th Floor
Boston, MA 02109

Re: Letter of Self Insurance for equipment and claims made in connection with
Veolia Disposal Services Agreement and all additional schedules ("Agreement")

Dear Mike Bartholomew,

This letter is to certify that the City of Spokane is self-funded for its liability and property exposures including General Liability and Automobile Liability as well as for Workers Compensation. The City also carries excess General Liability Insurance to \$20 million and excess Workers Compensation Insurance to \$10 million. The combined assets of the City's Risk and Workers Compensation Funds are in excess of \$20 million which represents the financial security appropriate to provide payment under our self-insured layer. Should a covered loss occur, our self-funded insurance program would respond accordingly.

If you have any questions, please feel free to call me at (509) 625-6287.

Sincerely,

CITY OF SPOKANE


Michael C. Ormsby
City Attorney

cc: Chris Averyt, Acting Solid Waste Director

APPENDIX E

SPECIAL HANDLING WASTE RULES and SPECIAL HANDLING AND NON-TYPICAL WASTE
PROCEDURE

1. By signing the attached SPECIAL HANDLING/ NON-TYPICAL WASTE ACCEPTANCE form you acknowledge that you have read the following information and agree to abide by the rules of disposal of Special Waste.
2. The charge for Special Handling Waste is \$198.891 per ton, with a minimum charge of \$99.441 for 1,000 lbs. or less. If a forklift and operator are required there is an additional charge of \$751 per hour with a minimum charge of \$37.501. A forklift is available during limited hours and by appointment only.
3. The City does not provide labor for unloading. It is the responsibility of the driver to unload the material and, if necessary, to bring additional labor. For loads that require forklift assistance it is the responsibility of the driver to move pallets to the end of the truck so the forklift can access the material.
4. This is a refuse disposal facility. The site does not have a loading dock. Unless directed otherwise, materials contained in the vehicles will be unloaded onto the floor or into the pit by the truck driver. City staff will not sweep out or clean up transport vehicles.
5. If the U. S. Department of Agriculture (USDA) is requiring the destruction of the materials, the shipper must set up an appointment with the USDA. The USDA phone number is (509)353-29502.
6. Exact payment is required at time of service, unless a billing account has been set up in advance (call City of Spokane Utility Billing at 509-755-24892 to set up an account). Payment may be made by cash, check, MasterCard or Visa.
7. At least 24 hours' notice is required to set up an appointment for delivery. An appointment may be scheduled by calling (509) 625-65802. Leaving a message on voice mail does not constitute an appointment. We are open for appointments and scheduling Monday – Friday only. Trucks that arrive without an appointment, or outside of a scheduled appointment, may be denied service.
8. Waste material delivered to the facility for disposal must be representative of the waste authorized for acceptance. The waste materials must not contain asbestos and must not be a federal, state, or local regulated hazardous waste per WAC 173-303 unless otherwise exempted or allowed under this rule and approved in advance of scheduling. The City of Spokane reserves the right to refuse any loads, at any time, for any reason. The City is not responsible for any costs incurred by the generator or their agents.
9. If the load contains petroleum-contaminated materials, the waste must have been derived from incident spills of less than 1,000 gallons. The load must not cause the City to exceed its monthly permitted limit of 150 tons of petroleum-contaminated material.

¹ Pricing typically changes from year to year and is established in City Municipal Code. ² Phone number is current as of December 17, 2019. May be up-dated without up-dating this procedure as needed.

Please sign the attached form indicating that these rules have been read and the undersigned agrees to follow them. A signed copy may be emailed, mailed, or faxed to our office at 509-625-65372. A signed copy must be received before an appointment can be scheduled.

CITY OF SPOKANE DEPARTMENT POLICY AND PROCEDURE	DEPT [4490]-[15]-[05] LGL 2005-0030
TITLE: SPECIAL HANDLING AND NON-TYPICAL WASTE PROCEDURE EFFECTIVE DATE: October 1998 REVISION DATE: March 23, 2019	

1.0 GENERAL

1.1 PURPOSE

The City of Spokane Waste to Energy (WTE) Facility is the only municipal waste combustion incinerator in the State of Washington. Therefore, it provides disposal of Special Handling/Non-Typical waste for Spokane County and the surrounding region. To reduce the possibility of error or permit violations, and to assure efficient operation of the facility, specific procedures have been established to review Special Handling/Non-Typical wastes for acceptance at the WTE Facility.

1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy shall apply to all Waste to Energy staff.

3.0 REFERENCES

Chapter 173-401 Washington Administrative Code (WAC)
Chapter 173-350 WAC
Spokane Regional Clean Air Agency Permit AOP-3
Chapter 173-303 WAC

4.0 DEFINITIONS

Refer to WAC 173-350-100 for the most current definition of 'waste', 'municipal solid waste', 'liquids', and 'liquid waste'.

Special Handling/Non-Typical Waste is solid waste that does not come in through normal collections or residential customers and/or requires special handling. The term does not mean the same thing as, and should not be interchanged with, the term "Special Waste", as defined in Chapter 173-303 WAC.

5.0 POLICY

It is the policy of the City of Spokane that the WTE Facility provide efficient and environmentally sound disposal services for all citizens of Spokane County and the surrounding region. All requests received for the disposal of Special Handling/Non-Typical Waste shall be processed according to the procedures outlined below.

6.0 SPECIAL HANDLING/NON-TYPICAL WASTE ACCEPTANCE PROCEDURE

- 6.1 The request may be received via telephone, fax, email, online form, or mail
- 6.2 City of Spokane staff will send a Special Handling/Non-Typical Waste Acceptance form & Special Handling/Non-Typical Waste Rules to requestor via fax, mail, or email, for all waste materials. A completed signed form must be returned to the WTE Facility. Appendix "A" contains the typical package that will be sent to requesters. This package may change as program needs arise.
- 6.3 The following items shall be required to be included on the Special Handling/Non-Typical Waste Acceptance Form or as an attachment:
 - A. Detailed description of item(s) requested for combustion services
 - B. Quantity of items, including volume and/or weight and packaging type
 - C. Waste's regulatory status: (i.e., solid waste, hazardous waste, and/or dangerous waste)
 - D. Characterization documentation, for example SDS, Testing (TCLP or total metals testing), types of plastics, e.g., HDPE, PP, etc...
 - E. Generator declaration that the information provided is true and accurate
 - F. Generator name, address, phone number
 - G. Location of origin of waste
- 6.4 The signed Special Handling/Non-Typical Waste Acceptance form shall be received and approved prior to scheduling an appointment. All elements must be filled in and all supporting documentation provided.
- 6.5 The City of Spokane's designated hazardous waste personnel will review requests against existing categories/profiles of Special Handling/Non-Typical Wastes to determine if materials are acceptable by category or profile.

Materials that are acceptable based on the criteria of a specific category or profile that do not exceed operational limits will be assigned a profile number and City of Spokane staff shall send a letter of approval and conditions of acceptance via fax, email, or mail to requestor.

Requests for disposal of materials that have not previously been accepted at the Waste to Energy facility, have changed in nature since prior approval, or exceed operational limits determined for a specific category (e.g. larger than normal shipment of wastes, frozen wastes, etc.) will be reviewed as follows:

- A. Review will be conducted by the City designated hazardous waste personnel and their recommendations will be forwarded to Waste to Energy operational and environmental personnel.
 - B. Consideration shall include, but not be limited to:
 - i. Applicable laws and ordinances
 - ii. Permits
 - iii. Special Handling/Non-Typical Waste Rules in Appendix A
 - iv. Appendix D – List of Unacceptable Wastes
 - v. Operational concerns
 - vi. Nuisance issues
 - vii. Political concerns
 - C. Waste to Energy operational personnel and environmental personnel shall review each request including all applicable documentation and forward a recommendation for acceptance or rejection to the Solid Waste Disposal Director, or designee.
 - D. For wastes that are unique in nature or composition, and have not been previously accepted and profiled, the Solid Waste Disposal Director, or designee, will initiate contact with Spokane Regional Clean Air Agency for review and approval prior to accepting or rejecting the waste.
 - E. After receiving final approval from the Solid Waste Disposal Director or designee, the acceptance request will be assigned a category and profile ID number. City of Spokane staff shall send a letter of approval and conditions (Appendix "B" contains an example approval letter) via fax, email, or mail to requestor. All subsequent loads of the same material from the same generator do not need to complete the approval process again, except that approvals shall expire after two years and will be subject to renewal after expiration.
- 6.6 At least 24 hours notice is required to set up an appointment for delivery.
- 6.7 City of Spokane staff will set the delivery appointment via phone. The appointment cannot be set up by email, fax, or voice mail.
- 6.8 Notification of Special Handling/Non-Typical Waste Delivery form with scheduled date and time is completed by Solid Waste personnel and copies provided to all applicable City of Spokane staff. Example notification forms are included in Appendix "C".

- 6.9 The City of Spokane staff will file and document all correspondence and supporting information.
- 6.10 The City of Spokane staff shall submit a summary of Special Handling/Non-Typical Wastes, received during the applicable reporting period, to Spokane Regional Clean Air Agency in conjunction with the semi-annual report for the Spokane Waste to Energy Facility.
- 6.11 The City of Spokane's list of unacceptable wastes, as of March 12, 2019 is contained in Appendix "D".

7.0 RESPONSIBILITIES

The Solid Waste Disposal Director or his/her designee is responsible for administering this policy.

8.0 APPENDICES

- 8.1 "A" - SPECIAL HANDLING/NON-TYPICAL WASTE ACCEPTANCE FORM & SPECIAL HANDLING/NON-TYPICAL WASTE RULES [March 23, 2019]
- 8.2 "B" - EXAMPLE SPECIAL WASTE LETTER OF APPROVAL
- 8.3 "C" - EXAMPLE NOTIFICATION OF SPECIAL HANDLING WASTE DELIVERY FORM
- 8.4 "D" - LIST OF UNACCEPTABLE WASTES [March 23, 2019]


APPROVED BY:



Director

3-29-19

Date



City Attorney

3-27-19

Date

Appendix "A"
SPECIAL HANDLING/NON-TYPICAL WASTE ACCEPTANCE FORM &
SPECIAL HANDLING/NON-TYPICAL WASTE RULES [March 23, 2019]

**CITY OF SPOKANE SOLID WASTE DISPOSAL
SPECIAL HANDLING/NON-TYPICAL WASTE ACCEPTANCE FORM**

Date:	Waste Generator Business Name, Contact Name, Phone, Email & Address:	Other Contact Information if Applicable (include relationship to Generator):
Detailed Waste Description: (Continue on page 2 if needed)		Quantity per <input type="checkbox"/> lbs <input type="checkbox"/> tons Delivery (lbs or tons): _____ Estimated Frequency: <input type="checkbox"/> One Time <input type="checkbox"/> _____ Times/Yr
Packaging Type: <input type="checkbox"/> Loose <input type="checkbox"/> Pallets <input type="checkbox"/> Bales <input type="checkbox"/> Metal Drums <input type="checkbox"/> Plastic Drums <input type="checkbox"/> Other _____		
Regulatory Status of Waste per Chapter 173-303 WAC (check all that apply): <input type="checkbox"/> Solid Waste <input type="checkbox"/> Federal Hazardous Waste <input type="checkbox"/> WA State Dangerous Waste		
Applicable WAC 173-303-071(3) Exclusions - MUST <input type="checkbox"/> (c) Household Hazardous Waste Exemption (Take Back Program Drugs for Households/Residences ONLY) complete Page 2, Supplement 1: <input type="checkbox"/> (nn) Controlled Substances, Drugs that are state-only dangerous wastes		
Has the waste been designated non-hazardous by the generator? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA (explain) _____		
Have you provided an SDS, test results, or other data supporting non-hazardous designation? If an SDS and/or testing is available for the material, it must be submitted. <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA (explain) _____		
Is the waste generated in Spokane County? <input type="checkbox"/> Yes <input type="checkbox"/> No, enter where waste is generated: _____		
Has this waste been previously accepted at this facility? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, has it changed in any way? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA		
If required, have the containers been triple rinsed? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA		
Is the waste: <input type="checkbox"/> Oil or petroleum contaminated rags (no free flowing liquids/oil) <input type="checkbox"/> Absorbent containing oil or petroleum (no free flowing liquids/oil) <input type="checkbox"/> Oil filters (must be drained of free liquids) Is any of the oily waste from clean-up of a spill that was over 1,000 gallons? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Other pertinent information (include any information on hazards associated with the waste, odors, handling issues, etc.....)		
Generator Signature (Required): _____ By signing this SPECIAL HANDLING/NON-TYPICAL WASTE ACCEPTANCE FORM you acknowledge that the information on this form is true and accurate and you have read and agree to abide by the Special Handling/Non-Typical Waste Rules.		

For City of Spokane Staff Use Only (Approval may also be done electronically via email)

☐ Material reviewed and approved by Solid Waste Disposal Operations and Environmental personnel

☐ Material is not acceptable because _____

Signature (Required): _____ Date: _____

☐ Material reviewed and approved by Solid Waste Disposal Director or Designee

☐ Material is not acceptable because _____

Signature: _____ Date: _____

Initials of Company's Signatory _____

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SPECIAL HANDLING/NON-TYPICAL WASTE ACCEPTANCE FORM

Page 2

Detailed Waste Description: (Continued from page 1 if needed)

Supplement 1 - Additional Controlled Substances, Legend Drugs, &/or Over the Counter Drugs Information.

If the waste includes Controlled Substances, Legend Drugs, &/or Over the Counter Drugs, complete the following.

- Do the Controlled Substances &/or Drugs include:
- ☐ Controlled Substances &/or Drugs confiscated as evidence as part of law enforcement
 - ☐ Drugs collected by a household/residential takeback program
 - ☐ Controlled Substances &/or Drugs generated by a pharmacy/dispenser licensed (chapter 69.50 RCW or Title 18 RCW) and authorized to possess drugs within the state of Washington
 - ☐ Controlled Substances &/or Drugs from a reverse distributor licensed (chapter 69.50 RCW or Title 18 RCW) and authorized to possess drugs within the state of Washington

For Controlled Substances &/or Drugs, except those collected under a household/residential take back program, have all, and will all future delivered, Controlled Substances &/or Drugs be designated and only those that are not federal hazardous waste will be included in loads.

☐ Yes ☐ No ☐ No - Law Enforcement Conditionally Exempt Small Quantity Generator

For waste deliveries that contain Controlled Substances &/or Drugs, you will be required to provide a list of those that will be included in the delivery at the time of scheduling.

Source of Loads	Controlled Substance, Legend Drug, & Over the Counter Drug Waste Types		
	RCRA HW	State-Only DW (2)	Non-HW/Non-DW (2)
Pharmacy-Licensed Dispenser	Not Accepted	Accepted under WAC 173-303-071(3)(nn) if generator is licensed in WA under Chapter 69.50 RCW or Title 18 RCW	Accepted
Reverse Distributors	Not Accepted	Accepted under WAC 173-303-071(3)(nn) if generator is licensed in WA under Chapter 69.50 RCW or Title 18 RCW	Accepted
Waste Brokers	Not Accepted	Accepted under WAC 173-303-071(3)(nn) if generator is licensed in WA under Chapter 69.50 RCW or Title 18 RCW	Accepted
Law Enforcement	Not Accepted except per (1) below	Accepted under WAC 173-303-071(3)(nn) (can be in state or out of state law enforcement)	Accepted
Residential Take-Back Program (includes those collected from deceased persons homes by law enforcement or coroner offices)	Accepted under household hazardous waste exclusion (WAC 173-303-071(3)(c))		

(1) If the law enforcement agency is a conditionally exempt small quantity generator of RCRA HW and tracks RCRA HW generation to verify status, RCRA HW controlled substances, pharmaceuticals, or drugs may be accepted. Delivered RCRA HW cannot contain mercury, iodine, large quantities of halogenated materials or other substances that might impact environmental compliance.

(2) No mercury or iodine containing materials.

SPECIAL HANDLING WASTE RULES

1. By signing the attached **SPECIAL HANDLING/ NON-TYPICAL WASTE ACCEPTANCE** form you acknowledge that you have read the following information and agree to abide by the rules of disposal of Special Waste.
2. The charge for Special Handling Waste is \$XXX¹ per ton, with a minimum charge of \$XXX¹ for 140 lbs. or less. If a forklift and operator are required there is an additional charge of \$XX¹ per hour with a minimum charge of \$XX¹. A forklift is available during limited hours and by appointment only.
3. The City does not provide labor for unloading. It is the responsibility of the driver to unload the material and, if necessary, to bring additional labor. For loads that require forklift assistance it is the responsibility of the driver to move pallets to the end of the truck so the forklift can access the material.
4. This is a refuse disposal facility. The site does not have a loading dock. Unless directed otherwise, materials contained in the vehicles will be unloaded onto the floor or into the pit by the truck driver. City staff will not sweep out or clean up transport vehicles.
5. If the U. S. Department of Agriculture (USDA) is requiring the destruction of the materials, the shipper must set up an appointment with the USDA. The USDA phone number is (509) 353-2950².
6. Exact payment is required at time of service, unless a billing account has been set up in advance (call City of Spokane Utility Billing at 509-625-6179² to set up an account). Payment may be made by cash, check, MasterCard or Visa.
7. At least 24 hours notice is required to set up an appointment for delivery. An appointment may be scheduled by calling (509) 625-6580². Leaving a message on voice mail does not constitute an appointment. We are open for appointments and scheduling Monday – Friday only. Trucks that arrive without an appointment, or outside of a scheduled appointment, may be denied service.
8. Waste material delivered to the facility for disposal must be representative of the waste authorized for acceptance. The waste materials must not contain asbestos and must not be a federal, state, or local regulated hazardous waste per WAC 173-303 unless otherwise exempted or allowed under this rule and approved in advance of scheduling. The City of Spokane reserves the right to refuse any loads, at any time, for any reason. The City is not responsible for any costs incurred by the generator or their agents.
9. If the load contains petroleum-contaminated materials, the waste must have been derived from incident spills of less than 1,000 gallons. The load must not cause the City to exceed its monthly permitted limit of 150 tons of petroleum-contaminated material.

Please sign the attached form indicating that these rules have been read and the undersigned agrees to follow them. A signed copy may be emailed, mailed, or faxed to our office at 509-625-6537². A signed copy must be received before an appointment can be scheduled.

¹ Pricing typically changes from year to year and is established in City Municipal Code.

² Phone number is current as of March 12, 2019. May be up-dated without up-dating this procedure as needed.

Appendix “B”
EXAMPLE SPECIAL WASTE LETTER OF APPROVAL



**SOLID WASTE
DISPOSAL**
2900 S. GEIGER BLVD.
SPOKANE, WA 99224
509.625.6580

{Date}

{Name}

{Company}

{Address1}

{Address2}

Delivered via email [{Delivery Email Address}]

Dear {Name},

The City of Spokane (City) has received your request to dispose of {Waste Description} at the City of Spokane Waste to Energy Facility (Facility). I hereby approve the acceptance of the waste described above with the following conditions:

1. Waste is declared by the generator to be a solid waste and is not a federal hazardous waste or a dangerous waste under Chapter 173-303 WAC unless otherwise exempted or allowed and approved in advance by the City.
2. Except for drugs collected under residential Takeback Programs, if the waste includes controlled substances, pharmaceuticals, or drugs an inventory must be provided along with the scheduling request (#7 below) (i.e., a list controlled substances, pharmaceuticals, or drugs that will be included in the delivered load – quantities are not needed). See that attached Information Sheet for these types of wastes.
3. If waste comes from a spill clean-up, spill was less than 1,000 gallons.
4. Payment of special wastes tipping fee – \$193.28 per ton in 2019.
5. Acceptable packaging (combustible preferred) and unloading procedures approved by System personnel.
6. The System reserves the right to reject future shipments for any reason.
7. **Minimum 24 hour notification** prior to delivery in order to schedule and coordinate with System personnel. Call (509) 625-6580 to set up an appointment.
8. If forklift services are required, the charges will be \$75/hour (with a \$37.50 minimum charge).
9. Your load will not cause us to exceed our total monthly limit of 150 tons of oily waste. An estimate of the amount of oily waste must be provided along with the scheduling request (#7 above)

The Facility is owned and operated by the City of Spokane Solid Waste Disposal Department. The Facility is permitted to dispose of *solid waste* via incineration (2500°F) by the Spokane Regional Health District, Spokane Regional Clean Air Agency, and the Washington State Dept. of Ecology.

The Facility appreciates doing business with {Company} and hopes you consider us for your future waste disposal needs.

Sincerely,

Chuck Conklin
Director
Solid Waste Disposal Department

Cc: file

**Information Sheet for
Acceptance of Controlled Substances, Pharmaceuticals, or Drugs
City of Spokane Waste to Energy Facility**

The following is a summary of controlled substances, pharmaceuticals, or drugs that can and cannot be accepted by the City of Spokane Waste to Energy Facility

Source of Loads	Controlled Substance, Legend Drug, & Over the Counter Drug Waste Types		
	RCRA HW	State-Only DW	Non-HW/Non-DW
Pharmacy-Licensed Dispenser	Not Accepted	Accepted under WAC 173-303-071(3)(nn) if generator is licensed in WA under Chapter 69.50 RCW or Title 18 RCW List Required at Time of Scheduling	Accepted
Reverse Distributors	Not Accepted	Accepted under WAC 173-303-071(3)(nn) if generator is licensed in WA under Chapter 69.50 RCW or Title 18 RCW List Required at Time of Scheduling	Accepted
Waste Brokers	Not Accepted	Accepted under WAC 173-303-071(3)(nn) if came from a generator licensed in WA under Chapter 69.50 RCW or Title 18 RCW List Required at Time of Scheduling	Accepted
Law Enforcement	Not Accepted except per (1) below	Accepted under WAC 173-303-071(3)(nn) (can be in state or out of state law enforcement) List Required at Time of Scheduling	Accepted
"Residential Take-Back Program (includes those collected from deceased persons homes by law enforcement or coroner offices)"	Accepted under household hazardous waste exclusion (WAC 173-303-071(3)(c))		

(1) If the law enforcement agency is a conditionally exempt small quantity generator of RCRA HW and tracks RCRA HW generation to verify status, RCRA HW controlled substances, pharmaceuticals, or drugs may be accepted. Delivered RCRA HW cannot contain mercury, large quantities of halogenated materials or other substances that might impact environmental compliance.

In addition, controlled substances, pharmaceuticals, or drugs containing the following substances cannot be accepted:

- Mercury
- Iodine

Appendix "C"
EXAMPLE NOTIFICATION OF SPECIAL HANDLING WASTE DELIVERY FORM

City of Spokane Solid Waste Disposal

NOTIFICATION OF SPECIAL WASTE DELIVERY

SPECIAL WASTE HANDLING FEE: \$177.40/TON

Date Called: 1/0/1900 Time Called: 0:00
 Organization/
 Responsible Party: 0 Profile ID: _____
 Contact Name: 0 Phone: 0
 Payment Type: _____

DELIVERY INFORMATION

Date of Delivery: Saturday, January 0, 1900 Time: 0:00
 Description of Material: 0
 Material Origination: 0 Vehicle Type: 0
 Est. Time to unload: 0 Unloading Location: 0

Has material been previously accepted? Yes No

If no, STOP. Complete the "Special Waste Acceptance" form. If yes, continue.

If accepted previously, has the waste material changed in any way? Yes No

If yes, STOP. Complete the "Special Waste Acceptance" form. If no, continue.

Does the Delivery include Controlled Substances of Drugs that are
 From a program to collect drugs from residences (can include collecting
 drugs of deceased persons) (No list needed) Yes No
 From any other source (evidence, out of date prescriptions, etc....)
A list of controlled substances and drugs included in the delivery must be
submitted to the Environmental Manager for review before the delivery can
be scheduled. Yes No
Has the list been submitted and reviewed? Yes No

Does the Delivery include Oily rags &/or other oily debris If yes, approximate weight
 in tons. Yes No
 If yes, approximate tons

Special Arrangements (Forklift, Loader, Manpower, After-Hours, Etc.):

Revised: 11/13/2018

Faxed/emailed @

0:00

By: 0

Method of Payment:

Cash Check
 Acct # CC

Initials of Company's Signatory

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Appendix "D"

LIST OF UNACCEPTABLE WASTES [March 23, 2019]

Following are wastes that are deemed unacceptable:

- a. Asbestos-containing materials (ACM) per Spokane Regional Clean Air Agency regulations
- b. Radioactive materials
- c. Excessive liquids (liquids that breach containers or are free-flowing)
- d. Wastes containing higher sulfur content than normal municipal solid wastes
- e. Wastes that produce toxic residues that can survive the normal combustion and treatment process and/or add pollutants to the Waste to Energy plant's emissions
- f. Wastes containing metals/metalloids (e.g. cadmium, mercury, lead, nickel, arsenic) or halogenated compounds (e.g. chlorine, fluorine, iodine, bromine) in sufficient quantities that may cause emission concerns
- g. Wastes containing refrigerants
- h. Non-combustible construction and demolition debris, including gypsum related materials
- i. Waste that emits foul and/or obnoxious odors that would offend a reasonable person
- j. Out of County generated containers requiring triple rinsing for disposal, unless it can be adequately demonstrated that the rinsing was completed.
- k. Human remains or recognizable body parts
- l. Materials designated as hazardous wastes per Chapter 173-303 unless otherwise exempted or allowed under this rule and approved in advance of scheduling.

Examples of waste that are NOT accepted based on the above, can include, but are not limited to:

- Ammunition containing lead
- Light bulbs/lamps that contain mercury (fluorescent, high intensity discharge (HID), metal halide, high pressure sodium, etc....)
- Halogenated materials (e.g., chlorinated plastics such as PVC, chlorine, fluorine, iodine, and bromine containing materials, etc....)
- Electronics (unless tested to verify not hazardous waste)
- Prescription drugs that designate as hazardous waste unless otherwise exempted or allowed under Chapter 173-303 WAC and approved in advance of scheduling.

Solid Waste Disposal Department staff may be able to provide information on possible disposal options for unacceptable wastes. Call 509-625-6580 for further information.

**Agenda Sheet for City Council Meeting of:**

05/11/2020

<u>Date Rec'd</u>	4/30/2020
<u>Clerk's File #</u>	OPR 2020-0448
<u>Renews #</u>	

<u>Submitting Dept</u>	ENGINEERING SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN BULLER 625-6391	<u>Project #</u>	2010056
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 21663
<u>Agenda Item Name</u>	0370 – LOW BID AWARD – LARIVIERE INC.		

Agenda Wording

Low Bid of LaRiviere Inc. of Rathdrum, ID for the Hamilton Street Corridor Intersection Improvement in the amount of \$3,316,831.20. An administrative reserve of \$331,683.12, which is 10% of the contract price, will be set aside. (Logan Neighborhood

Summary (Background)

On April 27, 2020 bids were opened for the above project. The low bid was from LaRiviere Inc. in the amount of \$3,316,831.20, which is \$49,949.20 or 1.53% over the Engineer's Estimate; two other bids were received as follows: Power City Electric Inc., - \$3,765,513.60 and National Native American Construction Inc., - \$4,147,163.00.

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? YES	
Expense \$ 3,647,722.32		# 3200-95124-95300-56501-99999
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session\Other</u> Finance 4-20-20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u>
<u>Finance</u>	ORLOB, KIMBERLY	Distribution List
<u>Legal</u>	DALTON, PAT	eraea@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org
Additional Approvals		kgoodman@spokanecity.org
<u>Purchasing</u>	WAHL, CONNIE	htrautman@spokanecity.org
<u>GRANTS &</u>	STOPHER, SALLY	aduffey@spokanecity.org

Briefing Paper

Finance & Administration

Division & Department:	Public Works, Engineering
Subject:	Hamilton Street Corridor Intersections Improvement Project
Date:	4-20-20
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org, 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year street plan.
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract
Background/History: <ul style="list-style-type: none"> Hamilton Street is the fourth busiest street in Spokane with about 25,000 vehicles on an average day. As such, this street is in need of various improvements to better handle this volume of traffic. 	
<ul style="list-style-type: none"> This project will accomplish the following: <ul style="list-style-type: none"> Install protected left turn arrows on Hamilton Street at Desmet Avenue, Sharp Avenue, Mission Avenue, Indiana Avenue, Illinois Avenue, and North Foothills Drive. The existing rectangular rapid flash beacon (RRFB) at Desmet Avenue will be upgraded to a traffic signal Install protected left turn arrows on Mission Avenue, Indiana Avenue and North Foothills Drive for traffic turning onto Hamilton Street. Lengthen the westbound left turn pocket on Mission Avenue. All six signals will be connected via high speed cable which will be installed with directional drilling, eliminating the need for a trench the full length of the project. During construction, traffic on Hamilton will remain open but will be reduced to one lane in each direction. Illinois and Mission Avenues will be closed to traffic at Hamilton during work on those intersections. This federally funded project is planned for construction this summer. 	
Operations Impact:	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Specify changes required:	
Known challenges/barriers:	



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

Services

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

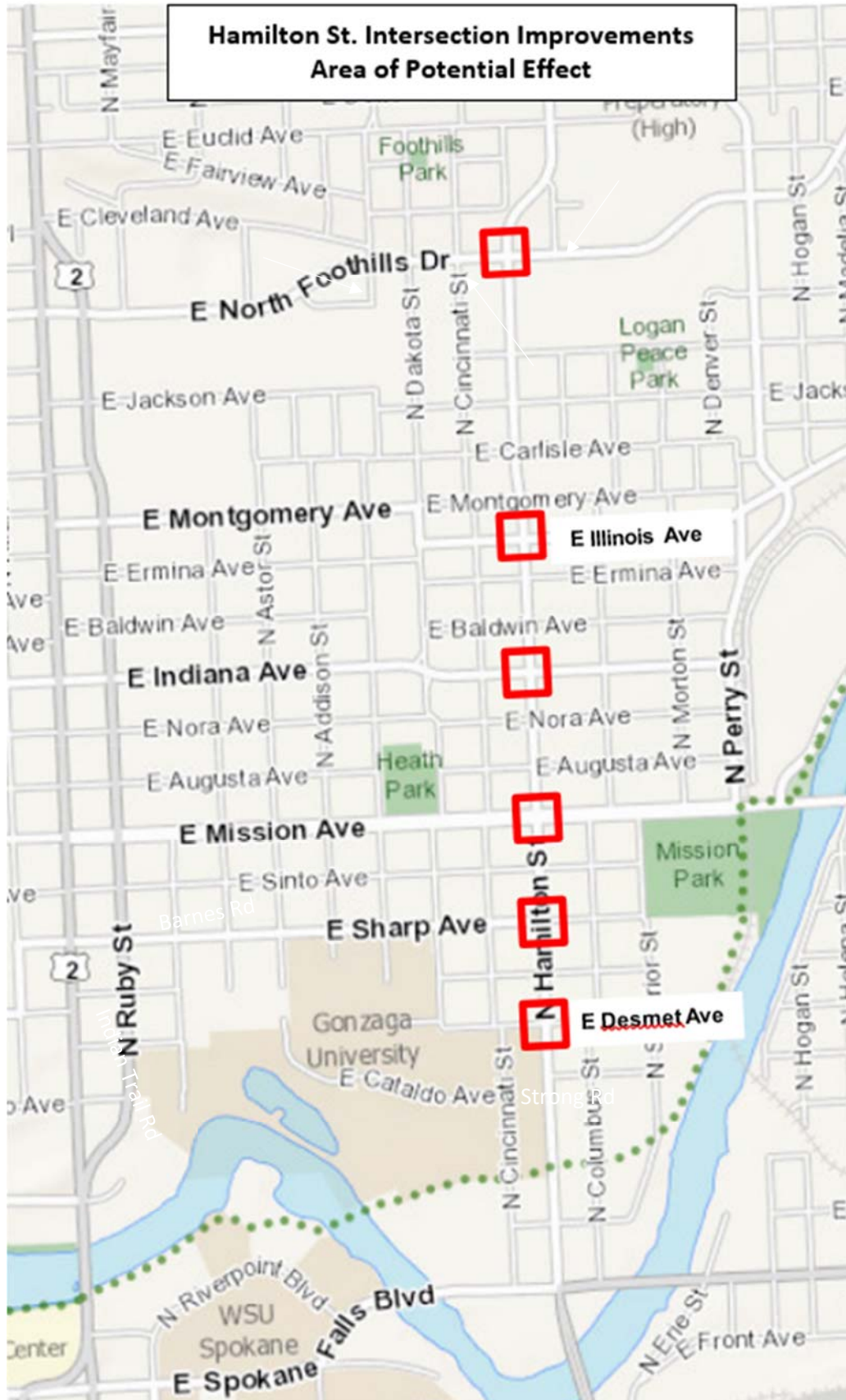
Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

**Hamilton St. Intersection Improvements
Area of Potential Effect**



City Of Spokane
Engineering Services Department
***** Bid Tabulation *****

Project Number: 2010056

Project Description Hamilton Street Corridor Intersection Improvements

Original Date 2/17/2020 7:16:21 AM

Funding Source Federal

Update Date 4/27/2020 2:20:54 PM

Preparer Gerald Okihara

Addendum

<i>Project Number:</i> 2010056			<i>Engineer's Estimate</i>		LaRiviere Inc		Power City Electric Inc		National Native American Construction, Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>

Schedule Description

Tax Classification

Schedule 01

Sales tax shall be included in unit prices

101	ADA FEATURES SURVEYING	1 LS	*****	5,000.00	*****	2,700.00	*****	5,000.00	*****	8,977.00
102	TRAINING	400 HR	40.00	16,000.00	160.00	64,000.00	10.00	4,000.00	73.00	29,200.00
103	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
104	SPCC PLAN	1 LS	*****	1,000.00	*****	1,700.00	*****	750.00	*****	2,494.00
105	POTHOLING	104 EA	500.00	52,000.00	540.00	56,160.00	200.00	20,800.00	937.00	97,448.00
106	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	40,000.00	*****	20,000.00	*****	10,000.00	*****	57,858.00
107	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	750.00	750.00	790.00	790.00	3,350.00	3,350.00	873.00	873.00
108	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	5 EA	2,500.00	12,500.00	620.00	3,100.00	450.00	2,250.00	686.00	3,430.00
109	TYPE B PROGRESS SCHEDULE	1 LS	*****	2,000.00	*****	8,500.00	*****	1,500.00	*****	1,557.00
110	MOBILIZATION	1 LS	*****	200,000.00	*****	251,000.00	*****	148,000.00	*****	135,493.00
111	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	100,000.00	*****	170,688.00	*****	110,000.00	*****	108,924.00
112	SPECIAL SIGNS	120 SF	20.00	2,400.00	23.00	2,760.00	11.50	1,380.00	35.00	4,200.00
113	SEQUENTIAL ARROW SIGN	15000 HR	4.00	60,000.00	2.00	30,000.00	1.15	17,250.00	2.18	32,700.00
114	PORTABLE CHANGEABLE MESSAGE SIGN	4000 HR	5.00	20,000.00	7.60	30,400.00	3.35	13,400.00	4.00	16,000.00

<i>Project Number:</i> 2010056			<i>Engineer's Estimate</i>		LaRiviere Inc		Power City Electric Inc		National Native American Construction, Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Sales tax shall be included in unit prices					
115	TYPE III BARRICADE	66 EA	50.00	3,300.00	47.00	3,102.00	56.00	3,696.00	62.00	4,092.00
116	PORTABLE TRAFFIC CONTROL SIGNAL	1 LS	*****	175,000.00	*****	81,500.00	*****	215,000.00	*****	288,027.00
117	CLEARING AND GRUBBING	1 LS	*****	5,000.00	*****	11,000.00	*****	3,500.00	*****	49,266.00
118	TREE ROOT TREATMENT	1 EA	400.00	400.00	850.00	850.00	850.00	850.00	935.00	935.00
119	TREE PROTECTION ZONE	4 EA	300.00	1,200.00	310.00	1,240.00	310.00	1,240.00	343.00	1,372.00
120	REMOVE TREE, CLASS I	1 EA	400.00	400.00	410.00	410.00	400.00	400.00	449.00	449.00
121	REMOVE TREE, CLASS II	3 EA	1,000.00	3,000.00	1,200.00	3,600.00	1,200.00	3,600.00	1,347.00	4,041.00
122	TREE PRUNING	7 EA	250.00	1,750.00	310.00	2,170.00	300.00	2,100.00	343.00	2,401.00
123	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1 LS	*****	1,000.00	*****	4,500.00	*****	1,400.00	*****	43,670.00
124	REMOVE EXISTING CURB	4100 LF	12.00	49,200.00	12.00	49,200.00	16.35	67,035.00	5.49	22,509.00
125	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	478 SY	17.00	8,126.00	18.00	8,604.00	26.00	12,428.00	110.00	52,580.00
126	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	1 EA	600.00	600.00	620.00	620.00	730.00	730.00	807.00	807.00
127	REMOVE CURB/GRATE INLET	5 EA	300.00	1,500.00	430.00	2,150.00	700.00	3,500.00	327.00	1,635.00
128	REMOVE EXISTING <12 IN. DIA. PIPE	150 LF	15.00	2,250.00	11.00	1,650.00	37.50	5,625.00	12.00	1,800.00
129	SAWCUTTING CURB	102 EA	50.00	5,100.00	34.00	3,468.00	69.00	7,038.00	25.00	2,550.00
130	SAWCUTTING RIGID PAVEMENT	2600 LFI	1.50	3,900.00	1.10	2,860.00	2.25	5,850.00	0.90	2,340.00
131	SAWCUTTING FLEXIBLE PAVEMENT	45000 LFI	1.00	45,000.00	0.35	15,750.00	0.55	24,750.00	0.30	13,500.00
132	REMOVE UNSUITABLE FOUNDATION MATERIAL	50 CY	20.00	1,000.00	21.00	1,050.00	125.00	6,250.00	74.00	3,700.00
133	REPLACE UNSUITABLE FOUNDATION MATERIAL	50 CY	50.00	2,500.00	33.00	1,650.00	120.00	6,000.00	96.00	4,800.00

<i>Project Number:</i> 2010056			<i>Engineer's Estimate</i>		LaRiviere Inc		Power City Electric Inc		National Native American Construction, Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Sales tax shall be included in unit prices					
134	CONTROLLED DENSITY FILL	10 CY	100.00	1,000.00	140.00	1,400.00	165.00	1,650.00	167.00	1,670.00
135	CRUSHED SURFACING TOP COURSE	290 CY	40.00	11,600.00	51.00	14,790.00	30.00	8,700.00	372.00	107,880.00
136	CRUSHED SURFACING BASE COURSE	720 CY	40.00	28,800.00	51.00	36,720.00	25.00	18,000.00	173.00	124,560.00
137	CSTC FOR SIDEWALK AND DRIVEWAYS	27 CY	120.00	3,240.00	150.00	4,050.00	171.00	4,617.00	48.00	1,296.00
138	HMA CL. 1/2 IN. PG 70-28, 2 INCH THICK	9100 SY	12.00	109,200.00	15.00	136,500.00	13.75	125,125.00	17.00	154,700.00
139	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 3 INCH THICK	5170 SY	30.00	155,100.00	23.00	118,910.00	26.50	137,005.00	26.00	134,420.00
140	PAVEMENT REPAIR EXCAVATION INCL. HAUL	5170 SY	35.00	180,950.00	13.00	67,210.00	55.00	284,350.00	12.00	62,040.00
141	PLANING BITUMINOUS PAVEMENT - 2 INCH DEPTH	3910 SY	3.00	11,730.00	4.20	16,422.00	23.00	89,930.00	24.00	93,840.00
142	ADJUST EXISTING VALVE BOX, MON OR CO IN ASPHALT	19 EA	375.00	7,125.00	430.00	8,170.00	550.00	10,450.00	518.00	9,842.00
143	ADJUST EXISTING MH, CB, DW OR INLET IN ASPHALT	3 EA	650.00	1,950.00	660.00	1,980.00	815.00	2,445.00	518.00	1,554.00
144	CATCH BASIN TYPE 1	5 EA	2,600.00	13,000.00	2,600.00	13,000.00	3,900.00	19,500.00	5,093.00	25,465.00
145	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	2 EA	750.00	1,500.00	740.00	1,480.00	1,890.00	3,780.00	771.00	1,542.00
146	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE	2 EA	750.00	1,500.00	740.00	1,480.00	1,765.00	3,530.00	848.00	1,696.00
147	REPLACE SURFACE INLET CATCH BASIN WITH MANHOLE FRAME AND COVER	4 EA	750.00	3,000.00	740.00	2,960.00	1,680.00	6,720.00	848.00	3,392.00
148	MH OR DW FRAME AND COVER (STANDARD)	4 EA	750.00	3,000.00	780.00	3,120.00	1,290.00	5,160.00	1,222.00	4,888.00
149	FRAME AND GRATE FOR CB OR GRATE INLET	2 EA	700.00	1,400.00	620.00	1,240.00	1,290.00	2,580.00	771.00	1,542.00
150	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW OR MH	3 EA	600.00	1,800.00	380.00	1,140.00	840.00	2,520.00	1,861.00	5,583.00
151	CONNECT 8 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	4 EA	400.00	1,600.00	1,000.00	4,000.00	795.00	3,180.00	1,753.00	7,012.00

<i>Project Number:</i> 2010056			<i>Engineer's Estimate</i>		LaRiviere Inc		Power City Electric Inc		National Native American Construction, Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Sales tax shall be included in unit prices					
152	CLEANING EXISTING DRAINAGE STRUCTURE	13 EA	400.00	5,200.00	290.00	3,770.00	370.00	4,810.00	818.00	10,634.00
153	TRENCH SAFETY SYSTEM	1 LS	*****	3,000.00	*****	1,700.00	*****	3,500.00	*****	1,413.00
154	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIA.	168 LF	60.00	10,080.00	62.00	10,416.00	135.00	22,680.00	169.00	28,392.00
155	PLUGGING EXISTING PIPE	2 EA	300.00	600.00	260.00	520.00	350.00	700.00	1,739.00	3,478.00
156	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	1,500.00	*****	4,000.00	*****	5,000.00	*****	3,304.00
157	TRENCH EXC. FOR WATER SERVICE TAP	30 LF	35.00	1,050.00	51.00	1,530.00	360.00	10,800.00	70.00	2,100.00
158	ESC LEAD	1 LS	*****	1,500.00	*****	560.00	*****	9,000.00	*****	26,184.00
159	INLET PROTECTION	44 EA	120.00	5,280.00	100.00	4,400.00	125.00	5,500.00	150.00	6,600.00
160	TOPSOIL TYPE A, 2 INCH THICK	118 SY	15.00	1,770.00	21.00	2,478.00	15.00	1,770.00	31.00	3,658.00
161	SOD INSTALLATION	118 SY	12.00	1,416.00	10.00	1,180.00	22.00	2,596.00	25.00	2,950.00
162	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	4,500.00	*****	9,600.00	*****	9,900.00	*****	19,950.00
163	CEMENT CONCRETE CURB	1103 LF	60.00	66,180.00	35.00	38,605.00	33.00	36,399.00	35.00	38,605.00
164	CEMENT CONC. CURB AND GUTTER	605 LF	20.00	12,100.00	44.00	26,620.00	33.00	19,965.00	46.00	27,830.00
165	CEMENT CONCRETE DRIVEWAY - HIGH EARLY	91 SY	70.00	6,370.00	82.00	7,462.00	110.00	10,010.00	82.00	7,462.00
166	CEMENT CONCRETE DRIVEWAY TRANSITION - HIGH EARLY	150 SY	70.00	10,500.00	80.00	12,000.00	72.00	10,800.00	54.00	8,100.00
167	CHANNELIZING DEVICES TYPE 4	8 EA	250.00	2,000.00	270.00	2,160.00	265.00	2,120.00	293.00	2,344.00
168	MONUMENT FRAME AND COVER	1 EA	500.00	500.00	150.00	150.00	1,200.00	1,200.00	3,789.00	3,789.00
169	ADJUST MONUMENT FRAME AND COVER	4 EA	250.00	1,000.00	350.00	1,400.00	1,200.00	4,800.00	1,711.00	6,844.00
170	CEMENT CONC. SIDEWALK	1405 SY	50.00	70,250.00	52.00	73,060.00	71.00	99,755.00	61.00	85,705.00

<i>Project Number:</i> 2010056			<i>Engineer's Estimate</i>		LaRiviere Inc		Power City Electric Inc		National Native American Construction, Inc	
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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Sales tax shall be included in unit prices					
171	RAMP DETECTABLE WARNING	220 SF	25.00	5,500.00	20.00	4,400.00	23.00	5,060.00	28.00	6,160.00
172	TRAFFIC SIGNAL SYSTEM, DESMET AND HAMILTON	1 LS	*****	140,000.00	*****	155,000.00	*****	166,500.00	*****	184,911.00
173	TRAFFIC SIGNAL SYSTEM, HAMILTON AND SHARP	1 LS	*****	150,000.00	*****	166,000.00	*****	188,200.00	*****	197,691.00
174	TRAFFIC SIGNAL SYSTEM, HAMILTON AND MISSION	1 LS	*****	155,000.00	*****	184,000.00	*****	198,780.00	*****	219,262.00
175	TRAFFIC SIGNAL SYSTEM, HAMILTON AND INDIANA	1 LS	*****	150,000.00	*****	167,000.00	*****	196,200.00	*****	199,125.00
176	TRAFFIC SIGNAL SYSTEM, HAMILTON AND ILLINOIS	1 LS	*****	155,000.00	*****	164,000.00	*****	203,100.00	*****	196,133.00
177	TRAFFIC SIGNAL SYSTEM, HAMILTON AND NORTH FOOTHILLS	1 LS	*****	155,000.00	*****	171,000.00	*****	191,890.00	*****	203,894.00
178	COMMUNICATION CONDUIT SYSTEM	1 LS	*****	100,000.00	*****	219,000.00	*****	322,600.00	*****	261,219.00
179	COMMUNICATION CABLES AND INTERFACES	1 LS	*****	120,000.00	*****	88,500.00	*****	122,900.00	*****	105,984.00
180	VIDEO & DATA TRANSMISSION AND DISTRIBUTION SYSTEM	1 LS	*****	20,000.00	*****	40,000.00	*****	45,000.00	*****	47,568.00
181	TEMPORARY INTERSECTION LIGHTING SYSTEM	1 LS	*****	40,000.00	*****	52,000.00	*****	25,000.00	*****	29,801.00
182	DIRECTIONAL BORING	5400 LF	65.00	351,000.00	48.00	259,200.00	44.00	237,600.00	57.00	307,800.00
183	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	*****	20,000.00	*****	20,500.00	*****	20,250.00	*****	22,562.00
184	REMOVAL OF EXISTING PAVEMENT MARKINGS	632 SF	4.50	2,844.00	3.60	2,275.20	3.55	2,243.60	4.00	2,528.00
185	PAVEMENT MARKING - DURABLE HEAT APPLIED	5100 SF	10.00	51,000.00	9.60	48,960.00	9.60	48,960.00	11.00	56,100.00
186	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	2 EA	275.00	550.00	140.00	280.00	140.00	280.00	150.00	300.00
187	TEMPORARY PAVEMENT MARKING	1 LS	*****	5,000.00	*****	25,000.00	*****	13,250.00	*****	9,352.00
188	REINFORCED DOWELED CURB	1700 LF	35.00	59,500.00	32.00	54,400.00	36.00	61,200.00	28.00	47,600.00

<i>Project Number:</i> 2010056			<i>Engineer's Estimate</i>		LaRiviere Inc		Power City Electric Inc		National Native American Construction, Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>

<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Sales tax shall be included in unit prices					
189	TRAFFIC ISLAND CONCRETE	360 SY	60.00	21,600.00	59.00	21,240.00	48.00	17,280.00	48.00	17,280.00
<i>Schedule Totals</i>				3,266,162.00		3,316,111.20		3,765,513.60		4,147,163.00

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	3,266,162.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,266,162.00
LaRiviere Inc	3,316,111.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,316,111.20
Power City Electric Inc	3,765,513.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,765,513.60
National Native Americ	4,147,163.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,147,163.00

Low Bid Contractor: LaRiviere Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$3,316,111.20	\$3,266,162.00	1.53	% Over Estimate
Bid Totals	\$3,316,111.20	\$3,266,162.00	1.53	% Over Estimate

**Agenda Sheet for City Council Meeting of:**

05/11/2020

Date Rec'd	4/29/2020
Clerk's File #	RES 2020-0028
Renews #	

Submitting Dept	INTEGRATED CAPITAL	Cross Ref #	OPR 2020-0449
Contact Name/Phone	NATHAN 625-6895	Project #	2017141
Contact E-Mail	NANUNSON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	MASTER
Agenda Item Name	4250-NSC –ROWAN FORCE MAIN AND WILSON & COMPANY CONTRACT		

Agenda Wording

Sole Source Resolution and Consultant Agreement with Wilson & Company for the BNSF required inspection firm in support of the NSC - Rowan Force Main construction work performed within the BNSF ROW.

Summary (Background)

The construction of the NSC-Rowan Force Main project requires work within BNSF property. As required by BNSF a licensing agreement with BNSF was acquired for this work. The BNSF agreement requires the presence of Wilson & Company onsite for inspection at all times work takes place on BNSF property.

<u>Fiscal Impact</u>		Grant related? NO	<u>Budget Account</u>
		Public Works? YES	
Expense	\$ 91,080.00		# Various
Select	\$		#
Select	\$		#
Select	\$		#
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MILLER, KATHERINE E	<u>Study Session\Other</u>	PIES 4/27/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u>	Beggs
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	WilsonCompany.Utility.PO@wilsonco.com	
<u>For the Mayor</u>	ORMSBY, MICHAEL	eraea@spokanecity.org	
<u>Additional Approvals</u>		publicworksaccounting@spokanecity.org	
<u>Purchasing</u>		aduffey@spokanecity.org	
		kemiller@spokanecity.org	

Briefing Paper

Public Infrastructure, Environment and Sustainability

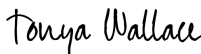
Division & Department:	Public Works Division / Integrated Capital Management
Subject:	NSC –Rowan Force Main/Wilson & Company Contract
Date:	4/20/20
Author (email & phone):	nanunson@spokanecity.org , (509) 625-6894
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Comprehensive Plan, 6-Year Wastewater & Stormwater Utility Program
Strategic Initiative:	Innovative Infrastructure
Deadline:	5/15/2020
Outcome: (deliverables, delivery duties, milestones to meet)	Contract with the BNSF required Inspection firm in support of the NSC – Rowan Force Main construction work performed within the BNSF ROW.
Background/History: The construction of the NSC-Rowan Force Main project requires work within BNSF property. As required by BNSF a licensing agreement with BNSF was acquired for this work. The BNSF agreement requires the presence of Wilson & Company onsite for inspection at all times work takes place on BNSF property. The cost associated with the Wilson & Company Inspection is the responsibility of the project. 1/3 of this cost will be funded by the City of Spokane Water Utility funds for betterment work while the remaining 2/3 will be funded by WSDOT. Based on the daily inspection rate of \$1250, and the contractors anticipated days worked on BNSF property a contract in the amount of \$75,900 is requested. An admin reserve of 20% will be added if additional inspection days are required. WSDOT will be responsible for \$50,600 and City of Spokane for \$25,300. Days requiring inspection will be billed utilizing a purchase order with the City. If the full amount of anticipated days are not utilized the payment amount will be reduced accordingly.	
Executive Summary: <ul style="list-style-type: none"> • NSC – Rowan Force Main Project requires work within BNSF Property • The required BNSF Licensing Agreement requires utilization of Wilson & Company • Wilson & Company must be onsite when inside the BNSF ROW • 1/3 of cost will be City of Spokane responsibility 2/3 cost WSDOT responsibility • Contract amount of \$75,900 with 20% additional administrative reserve • Wilson will only charge for days worked • We are requesting a Council Sponsor 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	




Expenditure Control Form

All Expenditures \$100,000 or more

Today's Date: 4/23/2020	Type of expenditure: Services
Department: Integrated Capital Management	
Approving Supervisor: Katherine Miller	
Amount of proposed Expenditure: \$60,659.00 WSDOT Reimbursement, \$30,421.00 City Water	
Funding Source: \$60,659.00 WSDOT Reimbursement, \$30,421.00 City Water	
Please verify correct funding sources. Please indicate breakdown if more than one funding source.	
Why is this expenditure necessary now?	
The Rowan Force Main Construction project is currently under contract and scheduled to begin construction in early May. This expenditure is necessary to support construction	
What are the impacts if expenses are deferred?	
Construction will be delayed causing increased expense to the City and delays to follow on North Spokane Corridor construction projects	
What alternatives resources have been considered?	
None	
Description of the goods or service and any additional information.	
Expenditure of \$91,080 to Wilson & Company for BNSF required inspection services for work taking place within BNSF property. 2/3 of the expense will be reimbursed by WSDOT.	
Person Submitting Form/Contact: Nathan Anunson, nanunson@spokanecity.org	
CITY ADMINISTRATOR APPROVAL: Yes <input type="checkbox"/> No <input type="checkbox"/>	BUDGET APPROVAL: Yes <input type="checkbox"/> No <input type="checkbox"/>

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SOLE SOURCE RESOLUTION 2020-0028

A RESOLUTION declaring Wilson & Company a sole source provider and authorizing the expenditure of approximately \$91,080.00 for BNSF Inspection services associated with the Rowan Force Main project.

WHEREAS, the City of Spokane will be performing work on BNSF property under license agreements 19-64118, 19-64119 & 19-64121; and

WHEREAS, the license agreements require Wilson & Company to be onsite at all times work is taking place on BNSF property for inspection and flagging purposes; and

WHEREAS, if Wilson & Company is not selected as the sole source provider, the City will be unable to complete work on BNSF property; and

WHEREAS, if work is unable to take place on BNSF property the City will be unable to transfer sewage from the area East of BNSF once the North Spokane Corridor construction begins in late 2020; and

WHEREAS, any other consultant hired by the City would not meet the requirements of BNSF to perform inspection and flagging services on BNSF land; and

WHEREAS, it is in the best interests of the City and the citizens to sole source the inspection and flagging services to Wilson & Company to keep costs reasonable and construction timely; and

WHEREAS, the City has worked closely with Wilson & Company on the cost for its services to meet the needs of the City

--Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares Wilson & Company a sole source provider for Inspection and flagging services of work on BNSF property associated with the Rowan Force Main project;

BE IT FURTHER RESOLVED that the City Council authorizes the execution of a contract with Wilson & Associates for approximately \$91,080.00 without public bidding.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney



City of Spokane
MASTER CONSULTANT AGREEMENT
Title: ON-CALL INSPECTION SERVICES

This Master Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **WILSON & COMPANY**, whose address is 4401 Masthead Street, Suite 150, Albuquerque, New Mexico 87109 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is for On-Call inspection services for NSC as required by BNSF Railroad and

WHEREAS, the Consultant was deemed a Sole Source provider.

-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement begins on _____, and ends on _____, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Exhibit B, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **NINETY ONE THOUSAND EIGHTY AND NO/100 DOLLARS (\$91,080.00)**, including tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this on-call, as needed Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Company shall submit its applications for payment to Engineering Services Department – Construction Management, 1225 East Marietta Avenue, Spokane, Washington 99207-2751. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability,

or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

The Consultant shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

11. INSURANCE.

During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW Title 48;

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant

fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall require that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Under Washington State Law RCW Chapter 42.56) all materials received or created by the City of Spokane are **public records** which are subject to review and copying pursuant to a public records request. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, and other bid material. Some records or portions of records may be legally exempt from disclosure and can be redacted or withheld. RCW Ch. 42.56 describes those exemptions. Consultant must familiarize themselves with state law and the City of Spokane's process for managing records.

The City will endeavor to redact anything that clearly should be redacted under the law. For example, the City will generally redact Social Security Numbers, tax records, and financial account numbers before records are made available to a requestor. Consultant may identify any materials Consultant believes to be not subject to release under the Public Records Act. City will not be bound by Consultant's determination of whether any particular record or records are legally exempt from release under the Public Records Act.

If the City receives a public records request for records involving Consultant or Consultant's work product, City will release the records unless City determines that there are obvious exemptions or redactions (which City will make prior to release of the records). If City determines that there are exemptions that can be asserted only by Consultant, City will endeavor to notify Consultant and Consultant will be given ten days to obtain a Court order preventing the City from releasing the requested records. **If no Court order is procured by Consultant, the City will release the requested records.**

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or

equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as Exhibit D. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

WILSON & COMPANY

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments: Exhibit A – Certificate Regarding Debarment
Exhibit B – Scope of Services

20-073

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)

EXHIBIT B

Provide inspection and flagging services in support of Rowan Force Main construction work taking place within BNSF Easement.



4401 Masthead St. Ste 150
Albuquerque, NM 87109
505-648-4000

PREPAYMENT INVOICE

To: City of Spokane
Mark Melnick
1225 E. Marietta
Spokane, WA 99207
mmelnick@spokanecity.org

Invoice Number: IC-W001225
Invoice Date: 3/31/2020

BNSF Permit Tracking No.: 19-64118_19-64119_19-64121
Division: Northwest
Subdiv.: Kettle Falls
Station: Spokane
MP: 1472.26
L.S.: 0037
State: WA

Project: Utility Inspection & Roadway Worker In Charge Services

Permit Description: City of Spokane - 8" /12" Municipal Domestic Sewage / Drinking Water Ductile Iron Pipe Underground

Inspection	# Units	Unit Price		Total Amount
Inspection:	60	\$1,250.00	per 10 hour day	\$75,000.00
Inspection Overtime:	0	\$125.00	per hour over 10	\$0.00
IC Mobilization:	3	\$300.00	each	\$900.00
IC Re-Mobilization:	0	\$300.00	each	\$0.00
Total Inspection:				\$75,900.00

Roadway Worker In Charge (RWIC)	# Units	Unit Price		Total Amount
RWIC:	0	\$1,250.00	per day	\$0.00
RWIC Overtime:	0	\$125.00	per hour over 10	\$0.00
RWIC mobilization:	0	\$300.00	each	\$0.00
Total Flagging:				\$0.00

Invoice Amount: \$75,900.00

Confirmed pre-payment is required before services will be scheduled. Note that a minimum lead time of 15 days from confirmation of payment is required to schedule all utility installations.

Also note that a positive balance of pre-paid inspection and/or roadway worker in charge services are required throughout the entire duration of the project to maintain continuation of services. If all prepaid days have been used, construction will be stopped and cancellation charges will be assessed accordingly. It is your responsibility to ensure that a sufficient number of days to complete construction have been fully funded.

The prepayment invoice is based on the estimated duration of project as discussed. Unused funds will be refunded to Licensee by the Scheduling Agent.

*Cancellation of Service: In the event of cancellation of service with 24 hours or less notice, Licensee will be billed at the minimum 10-hour daily rate for flagging, the 10-hour daily rate for inspection, and mobilization.

Instructions for EFT payment, see attached instructions.



4401 Masthead St. Ste 150

Albuquerque, NM 87109

505-348-4000

PLEASE UPDATE YOUR RECORDS TO REFLECT Wilson & Company, Inc., Engineers & Architects as your vendor.

Attached is our W-9 and Electronic Payment Information

Invoice inquiries email:

WilsonCompany.Utility.PO@wilsonco.com

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Wilson & Company, Inc., Engineers & Architects

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

4401 Masthead Street NE, Suite 150

6 City, state, and ZIP code

Albuquerque, NM 87109

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 8 - 1 1 7 6 3 0 0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 3/25/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



4401 Masthead Street NE Suite 150,
Albuquerque, NM 87109
505-348-4000 phone
505-348-4055 fax

Electronic Payment Information:

Routing/ABA: 101100621

Sunflower Bank
2070 S. Ohio Street
Salina, KS 67401

For Account # 0109146348

Wilson & Company Inc., Engineers & Architects
4401 Masthead Street NE
Suite 150
Albuquerque, NM 87109

**Agenda Sheet for City Council Meeting of:**

05/11/2020

Date Rec'd

4/29/2020

Clerk's File #

RES 2020-0029

Renews #**Submitting Dept**

PLANNING

Contact Name/Phone

TIRRELL BLACK 6185

Contact E-Mail

TBLACK@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

0650- RESOLUTION CC3 OVERLAY

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

A RESOLUTION directing City of Planning Services Department to conduct an abbreviated subarea planning process in an area adjacent to the North Foothills Center, as shown on the land use plan map, for the purposes of undertaking the

Summary (Background)

Council may authorize a process to consider amendments to the zoning map per SMC 17A.040.040; additionally, SMC 17G.020 allows council to initiate subarea planning actions with the adoption of a public participation plan.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

Approvals**Dept Head**

MEULER, LOUIS

Division Director

CORTRIGHT, CARLY

Finance

ORLOB, KIMBERLY

Legal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session\Other**

April 16, 2020

Council Sponsor

CM Burke/CM Cathcart

Distribution List

tblack@spokanecity.org

lmeuler@spokanecity.org

jrichman@spokanecity.org

jchurchill@spokanecity.org

Additional Approvals**Purchasing**



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

Services

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

RESOLUTION NO. 2020-0029

A RESOLUTION directing City of Spokane Neighborhood and Planning Services Department staff to conduct an abbreviated subarea planning process in an area adjacent to the North Foothills Employment Center, as designated on the land use plan map, for the purposes of undertaking the addition of CC-3 (Centers and Corridors Type 3) Zoning Overlay.

WHEREAS, Spokane's City Council may authorize a process to consider amendments to the zoning map per SMC 17A.040.040;

WHEREAS, Spokane's Municipal Code lays out a process for subarea planning which closely meets a zoning overlay adoption in SMC 17G.020 and allows council to initiate such subarea planning actions with the adoption of a public participation plan per SMC 17G.020.025(B)(3); and

WHEREAS, City of Spokane Planning Staff have been approached by two agencies who own property in the North Foothills area and have aggregated property in this area and have engaged in recent real estate transactions with the city to support their activities; and

WHEREAS, one such agency is Catholic Charities of Eastern Washington who with city and state support is endeavoring to build Gonzaga Haven, a publicly financed affordable housing community to serve families; and

WHEREAS, the other such agency is Spokane Public Schools District 81, in response to the McCleary Ruling, has been directed to expand its physical capacity for the education of children and has identified the need to provide more locations for middle school instruction and has identified a site in the North Foothills area for a Northside Middle School; and

WHEREAS, both of these proposals are adjacent to an area zoned CC1-EC (Centers and Corridors, Type1, Employment Center) and desire the expansion of the CC3 Overlay onto areas zoned LI (Light Industrial) which allows for more flexible development options and does not amend the existing Land Use Plan Map in the City's Comprehensive Plan or the Zoning Map; and

WHEREAS, CC3 Overlay is described in SMC 17C.122.020, Types of Centers/Corridors; CC3-Overlay Zone is applied as an additional zoning overlay and does not necessitate changing the base zoning or the Comprehensive Plan Land Use Plan Map designation for the area; and

WHEREAS, the City's Comprehensive Plan, Chapter 3, Land Use, *Goal 3.4, Planning for Centers and Corridors* describes a subarea planning process as the process designated to amend zoning surrounding an area designated on the Land Use Plan Map as a center; and

WHEREAS, On March 24, 2020, Governor Jay Inslee issued Emergency Proclamation 20-25 ("Stay Home – Stay Healthy") and Emergency Proclamation 20-28 (prohibiting in-person meetings at physical locations through at least April 23, 2020, and prohibiting public agencies from taking action on matters unless such matters are necessary and routine or are matters necessary to respond to the COVID-19 outbreak) requiring all people in Washington State to immediately cease leaving their home or place of residence except to conduct or participate in essential activities and/or for employment in essential business services; and

WHEREAS, pursuant to a March 25, 2020 Memorandum, Governor Jay Inslee issued guidance to the effect that certain construction activities qualified as essential including construction to further a public purpose related to a public entity or governmental function or facility, including but not limited to publicly financed low-income housing; and

WHEREAS, the Washington State Legislature has recognized that a housing shortage is currently in existence and has provided funding and direction for cities to undertake activities to increase residential capacity in E2SHB 1923 (2019) and SB 2343 (2020); and

WHEREAS, in light of the yet unknown but predicted strains on the economy by the COVID-19 response, the provision for housing services and the provision of education services will continue to be utmost importance to the community; and

WHEREAS, a Map of the subject area, the proposed CC3-Overlay Expansion, and notification area is attached as Exhibit A; and

WHEREAS, a Public Participation Plan is attached as Exhibit B; and

WHEREAS, as prescribe in SMC 04.12.010, this Resolution does not represent a recommendation of the City Council or Plan Commission regarding a legislative action to adopt changes to the Spokane Municipal Code or the text or maps of the Comprehensive Plan;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL that staff are directed to engage in limited subarea planning around the North Foothills center.

ADOPTED by the City Council this ____ day of _____, 2020.

City Clerk

Approved as to form:

Assistant City Attorney



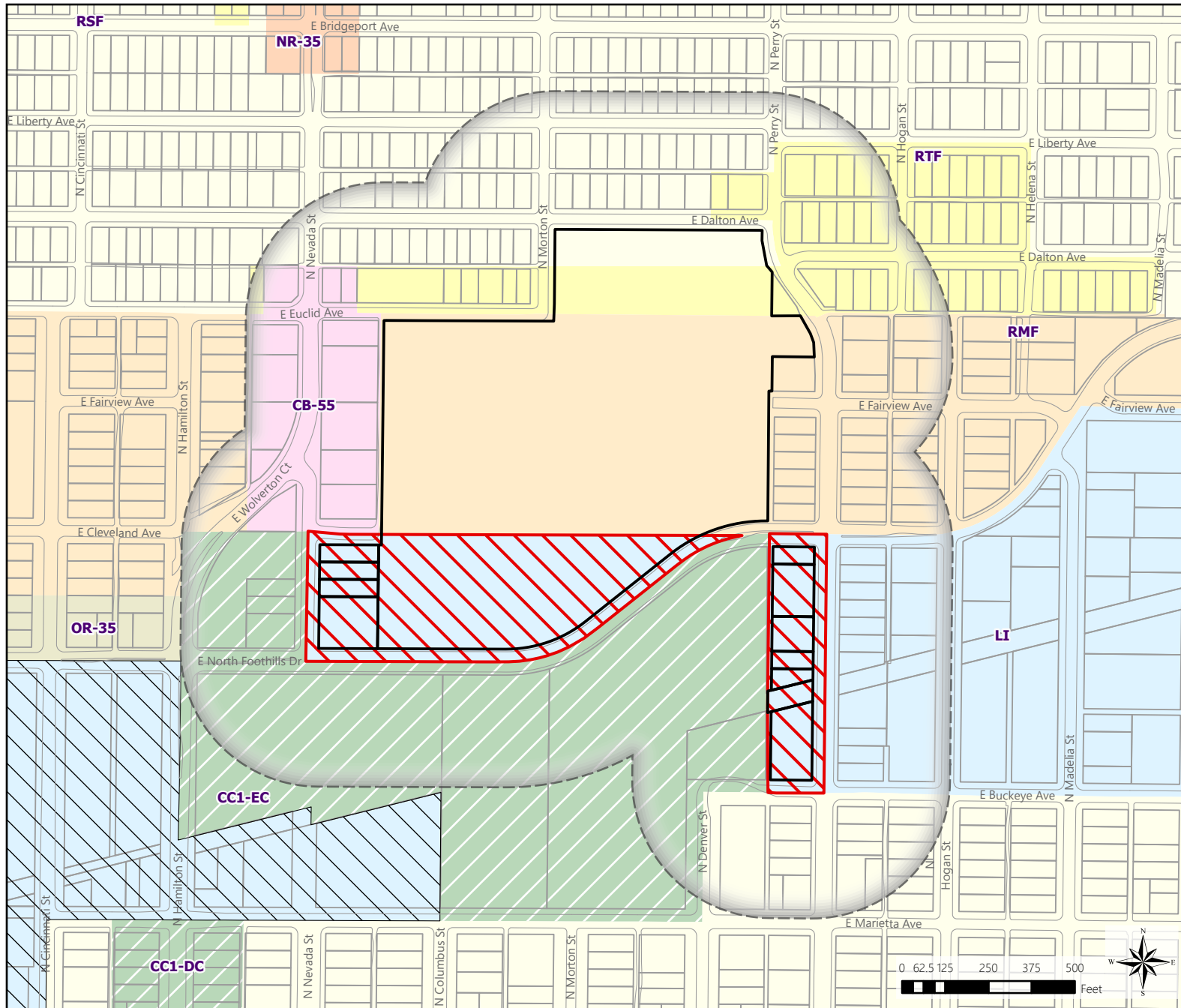
Proposed Overlay and Typical Notification Area

Abbreviated Subarea Planning--CC3 Overlay--North Foothills Employment Center

Drawing Date: 4/6/2020

Drawing Scale: 1:5,000

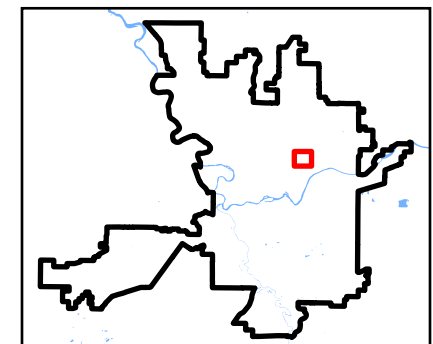
THIS IS NOT A LEGAL DOCUMENT: The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.. For questions on the information provided herein, contact the City of Spokane, Department of Neighborhood and Planning.



LEGEND

- Proposed CC3 Overlay
 - Affected Parcels
 - 400-Foot Notification Area
 - Other Parcels
- ### CURRENT ZONING
- Center and Corridor Type 1
 - Community Business
 - Light Industrial
 - Neighborhood Retail
 - Office Retail
 - Residential Multifamily
 - Residential Single-Family
 - Residential Two-Family
 - CC3 Overlay

PROJECT LOCATION



Drawn by Kevin Freibott
Department of Neighborhood and Planning Services

Exhibit B

City of Spokane

Public Participation Plan

Abbreviated Subarea Planning in the North Foothills Area (2020)

Introduction

Through Resolution the City Council has directed Planning Staff to undertake an expedited subarea planning process in the vicinity of the North Foothills Employment Center as designated on the Land Use Plan Map for the purposes of exploring expanding CC-3 Zoning Overlay to permit more development flexibility in this area.

This Public Participation Plan describes the steps that the City will take to provide opportunities for public engagement and public comment. This plan recognizes that current guidelines for social distancing and conducting business during Covid-19 response will continue to evolve. This plan is a working document and will be adjusted as needed to provide for the greatest and broadest public participation.

1.0 Public Participation Goals

The overall goal of the City of Spokane's Public Participation Plan is to make the planning process accessible, inclusive, and engaging to stakeholders and all members of the public. Spokane Municipal Code Section 17G.020.080 Public Participation Program provides these goals for public participation:

- broad dissemination of proposals and alternatives;
- opportunity for written comments;
- public meetings after effective notice;
- provision for open discussion;
- communication programs;
- information services; and
- consideration of and response to public comments

2.0 Public Participation Opportunities

The City of Spokane is committed to providing multiple opportunities for public participation throughout the process. The City of Spokane will use a variety of communication tools to inform the public and encourage their participation.

2.1 Website

The City of Spokane will create a project webpage for the abbreviated North Foothills Subarea Plan where interested parties can access status updates, draft documents, official notices, minutes and other project information. The webpage will be the primary repository of all information related to the Periodic Review process. The page will include who to contact for more information and an email link for questions and comments.

2.2 Mailed Notice

A mailed notice to property owners, taxpayers, and residents within 400-feet of the proposal will be notified by US Postal Service mailing. This will provide information about the proposal, a map, the SEPA status, a contact person at the city, a project website address for obtaining more information.

2.3 Email Communication

An email list of interested parties will be created, advertised and maintained by the City of Spokane. The list will be used to notify interested parties regarding Periodic Review progress and participation opportunities. Interested parties will be added to the list by contacting the Planning Department.

2.4 Open House (in person and/or online format)

The City will hold an Open House either in person or virtually to allow interested persons the opportunity to discuss the proposal.

2.5 Plan Commission and City Council

The Plan Commission will be the primary forum for review and recommendations to the City Council. Interested parties are encouraged to attend and provide comments during the Plan Commission deliberations and public hearings. Official notices will be published as established in the City of Spokane policy. The public will also have an opportunity attend a public hearing with the City Council prior to the City considering adoption of this proposal.

2.6 Comment

Interested parties will be encouraged to provide comments to the City of Spokane by letter or email. All comments will be provided to the Plan Commission and City Council following the public hearing process.

3.0 Public Participation Timeline

The following is a general timeline including anticipated public participation opportunities. A detailed timeline will be posted and kept updated on the project webpage.

Figure 1. City of Spokane Public Outreach Timeline for CC3 Overlay – timeline may be adjusted for Stay Home, Stay Health Proclamation



5.0 Public Comment Periods and Hearings

The Plan Commission will conduct a public comment period and at least one public hearing to solicit input on the Periodic Review. Mailed notice will provide the date and time of the Plan Commission Public Hearing. Public notice of all hearings will state who is holding the comment period and/or hearing, the date and time, and the location of any public hearing. Notices will be published per official policy and comply with all other legal requirements such as the Americans with Disabilities Act. The City Council will hold one public hearing for the purpose of considering this item.

Contacts

The contact for the City of Spokane CC3 Overlay is: Tirrell Black, AICP, Principal Planner,
City of Spokane, 808 W. Spokane Falls Blvd., Spokane, WA 99201 tblack@spokanecity.org (509) 625-6500

(end)

Capital Projects and Planning
2815 East Garland Avenue
Spokane, WA 99207-5889

phone (509) 354-5775
fax (509) 489-1036
www.spokaneschools.org



April 27, 2020

Louis Meuler
Acting Planning Director
808 W Spokane Falls Blvd
Spokane, WA 99201

SUBJECT: North East Foothills Employment Center CC-3 Zoning Overlay

Mr. Meuler:

Spokane Public Schools would like to express support for the North East Foothills Employment Center CC-3 Zoning Overlay. This proposed change will help to consolidate the zoning of properties acquired in partnership with the City of Spokane as part of the 2018 voter approved bond to build six new middle schools. The new Northeast Middle School site is located within the proposed zoning overlay and consists of multiple parcels. The site currently has three different zones including CC1-EC, LI, and RSF. The proposed zoning overlay will consolidate the zoning of this site into just two zones, CC-3 and RSF.

The Northeast Middle School will serve students in the surrounding neighborhoods. It will include playfields, play equipment, a gym, additional community amenities and services as part of the overall site and building plan.

Thank you for your consideration.

Sincerely,



Gregory Forsyth
Director, Capital Projects and Planning
Spokane Public Schools



Catholic Charities

EASTERN WASHINGTON

April 28, 2020

Spokane City Council President Breean Beggs
808 W Spokane Falls Blvd
Spokane WA 99201

Dear Council President Beggs:

CRISIS RESPONSE

*House of Charity
Rising Strong
St. Margaret's Shelter*

We are writing in support of RES 2020-00 to extend the CC-3 overlay zone to parcels where the Gonzaga Family Haven community will be developed. The new overlay allows for Catholic Charities to design and build a community with increased amenities and green space for residents and the Logan Neighborhood to enjoy. This change is consistent with the City's comprehensive plan goals supporting affordable housing while further implementing the City's Centers and Corridors strategy.

STABILITY

*Food For All
Housing
Senior Services*

The rezone impacts land owned or controlled by three parties, the City of Spokane Fire Department, Gonzaga Preparatory High School and Catholic Charities. Catholic Charities has site control of several impacted parcels through executed purchase and sale agreements with scheduled closing dates occurring later in 2020. Except for the Fire Department, we have confirmed support of this resolution with all property owners.

ADVOCACY

*CAPA/PREPARES
Counseling
Furniture Bank &
Furnishings for Hope
Immigration Legal Services
Parish Social Ministry
St. Anne's Children &
Family Center
Catholic Charities
Walla Walla*

Gonzaga Family Haven will be a 72-unit affordable housing community designed to support families in improving their wellness and building a better future for their children. Through partnerships with Gonzaga University, Gonzaga Prep, St. Aloysius Parish, Head Start, The Zone and many others, we plan to provide on-site access to childcare/early learning services, mentoring, tutoring, food security, adult learning/employment services and much more. By creating a safe, supportive housing environment, families who make Gonzaga Family Haven their home will have a unique opportunity to drastically improve their lives.

The overlay zone extension is consistent with the Comprehensive Plans goals and policies supporting affordable housing. Specifically, policies H 1.4 *Use of Existing Infrastructure*, H 1.6 *Fair Housing*, H 1.11 *Access to Transportation*, H. 1.18 *Distribution of Housing Options* and H 2.4 *Linking Housing with Other Uses*. The project will be located adjacent to schools, parks and a bus stop with frequent service. As noted, many supportive services will be provided on-site for residents and neighbors. The neighborhood is comprised of predominantly single-family homes and is appropriate for increased multifamily housing consistent with the character of Logan Neighborhood. Finally, Catholic Charities is a fair housing provider. We encourage and welcome anybody who meets income eligibility requirements to choose our housing for their home.

The overlay zone extension also adds significant value to the project design. By allowing us to site residences on parcels currently zoned light industrial, community spaces can be located along the adjacent arterial streets in accordance with the City's Center and Corridor

Main: 509.358.4250

Toll Free: 800.831.1209

Fax: 509.358.4259

12 E 5th Avenue
PO Box 2253
Spokane WA
99210-2253

requirements. Further, it allows for an internal park with proposed amenities like a basketball court, one-quarter mile walking/biking trail, play structure, covered gathering area and additional open green space. Without the overlay extension, we will need to aggregate housing structures in the western portions of the project which creates further separation from housing units and resident amenities.

We are thankful for the immense support that Gonzaga Family Haven has received from the City of Spokane. We appreciate your consideration of this next step towards creating a one-of-a-kind housing community that will change lives of residents while providing access to new services and supports for the surrounding neighborhood.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rob McCann", with a long, sweeping horizontal line extending to the right.

Rob McCann
CEO Catholic Charities

A handwritten signature in blue ink, appearing to read "Michael Dougherty", with a stylized, cursive script.

Michael Dougherty
President Gonzaga Prep

**Agenda Sheet for City Council Meeting of:**

03/23/2020

<u>Date Rec'd</u>	3/10/2020
<u>Clerk's File #</u>	ORD C35899
<u>Renews #</u>	

Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	
Contact Name/Phone	DERMOTT X6142	Project #	
Contact E-Mail	DGMURPHY@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4700 - BUILDING CODE AMENDMENTS (MULTIPLE CLEAN-UP ITEMS)		

Agenda Wording

An ordinance relating to Permit Fees, Heating Mechanics Licenses, Building Official Review of Proposed Amendments to 17F, Fences, Adoption of Current State Building Codes, Elevators and Dangerous Conveyances, and Application for Worker's Licenses.

Summary (Background)

City of Spokane Development Services Center is the lead on proposed amendments to remove references to outdated construction standards, administration, processes, licenses, and fees. Amendments ensure that new editions of construction-related standards adopted at the state level are appropriately referenced in the SMC among other code clean-up items. Amendments also provided that the City's Building Official review all proposed amendments to 17F - Construction Standards - prior to review and/or

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	BECKER, KRIS	<u>Study Session</u>
<u>Division Director</u>	CORTRIGHT, CARLY	<u>Other</u> 2/3/2020 Public Safety
<u>Finance</u>	ORLOB, KIMBERLY	Distribution List
<u>Legal</u>	DALTON, PAT	wcrago@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	kbecker@spokanecity.org
<u>Additional Approvals</u>		dgmurphy@spokanecity.org
<u>Purchasing</u>		dleopard@spokanecity.org
		mowen@spokanecity.org
		jchurchill@spokanecity.org
		sbishop@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

(Council Sponsor: CM Kinnear) ORD C35899

Summary (Background)

approval by other recommending or decision making bodies within the City of Spokane.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper (Public Safety & Community Health)

Division & Department:	Development Services Center
Subject:	Building Code Amendments (multiple clean-up items)
Date:	February 3, 2020
Contact (email & phone):	Dermott Murphy, dgmurphy@spokanecity.org, ext. 6142
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	N/A
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	N/A
Deadline:	Council Action anticipated in winter 2020
Outcome: (deliverables, delivery duties, milestones to meet)	Amendments are intended to remove references to outdated construction standards, administration, processes, licenses, and fees and to ensure that as new editions of construction-related standards adopted at the state level appropriately referenced in the City's municipal code among other code clean-up items. Amendments also provided that the City's Building Official review all proposed amendments to 17F – Construction Standards – prior to review and/or approval by other recommending or decision making bodies within the City of Spokane.

Background/History:

City of Spokane Development Services Center is the lead on proposed amendments to the SMC. The Proposal specifically amends Spokane Municipal Code (SMC): Chapter 08.02 Fees and Charges, Article III. Building and Construction Permits, Section 08.02.031(B) Building Code Fees and Charges – Valuation; Section 10.29.030 Heating Mechanics – License; Chapter 11.19 Zoning Code, Article VII. Administration and Procedure, Sections 11.19.720 Building Official; Section 17C.110.230 Fences related to enclosures for pools and hot tubs; 17F including: the National Board Inspector Code (pressure vessel code – 17F.030.010), Building (IBC, IRC, international Energy Conservation Code – 17F.040.010), Electrical (17F.050.010), Mechanical (17F.090.010), and Plumbing codes (17F.100.010); Section 17F.040.010 to include specific adoption of Appendix Q: Dwelling Unit Fire Sprinkler Systems, WAC 51-51-60105; 17F.060.040 Elevator Code – Requirements; 17F.060.060 Elevator Code – Dangerous Conveyances; and, 17G.010.200 Application for Worker's License.

Executive Summary:

The proposed text amendment includes the following:

- Updates Section 08.02.031(B)(1) Building Code, Building Permit Valuation to reflect the current building valuation schedule and frequency of valuation schedule updates (twice annually) published by the International Code Council (ICC).
- Removal of language from Section 10.29.030 (Heating Mechanics –License) related to work that may be conducted by a holder of an apprentice heating mechanic license and oil burner installer's license.
- Add language to 11.19.720, Building Official, requiring review and approval of all proposed amendments to Title 17F – Construction Standards – by the Building Official prior to review by other recommending or decision making bodies within the City of Spokane.

- Amending Section 17C.110.230, Fences – Enclosures for Pools and Hot Tubs, to include options for pool and spa barriers found in the International Swimming Pool and Spa Code.
- Code clean-up of 17F to reference “current adopted Editions” of construction codes instead of adopted codes of a specified year including the National Board Inspector Code (pressure vessel code – 17F.030.010), Building (IBC, IRC, international Energy Conservation Code – 17F.040.010), Electrical (17F.050.010), Mechanical (17F.090.010), and Plumbing codes (17F.100.010).
- Amend Section 17F.040.010 Adoption of Building Codes and Related Washington State Codes to include specific adoption of Appendix Q: Dwelling Unit Fire Sprinkler Systems, WAC 51-51-60105
- Amending 17F.060.040, Elevator Code to require use of fire rated belts tested to UL 62, UL 1581 FT-1 fire rating or equivalent only, when elevators incorporating noncircular elastomeric coated steel suspension members (belt suspension).
- Adding language to 17F.060.060 – Dangerous Conveyances – making removal of lock-out devices installed due to unsafe elevator operating conditions a Class I civil infraction with a current fee of \$536.00 per day of said infraction.
- Amend Section 17G.010.200 Application of Workers’ License to include:
 - Language encompassing the certification of electrical apprentices by the Department of Labor and Industries pursuant to chapter 19.28 RCW.
 - Striking experience qualifications for gas heating mechanic I/II and gas inspector I/II license eligibility from the City’s ordinance – the board of gas heating mechanic examiners will continue to determine the qualification and fitness of applicants for the purpose of obtaining a license and for license renewal.
 - Requirements for a new application and exam for all mechanical license holders for licenses expired more than 90 days.

Budget Impact:

Approved in current year budget? ☐ Yes ☐ No ☒ N/A

Annual/Reoccurring expenditure? ☐ Yes ☐ No ☒ N/A

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ☐ Yes ☐ No ☒ N/A

Requires change in current operations/policy? ☐ Yes ☐ No ☒ N/A

Specify changes required:

Known challenges/barriers:

Attachments/Links:

- Existing Codes
 - [08.02.031](#) Building and Construction Permits, building Code, Building Permit Fees & Charges
 - [10.29.030](#) Contractors and Workers, Heating Mechanics License
 - [11.19.720](#) Administration and Procedure, Building Official
 - [17C.110.230](#) Fences, Enclosures for Pools, Hot Tubs, or Ponds
 - [17F.030.010](#) Boiler & Pressure Vessels, Adoption of Standard Codes
 - [17F.040.010](#) Adoption of Building Codes and Related WA State Codes
 - [17F.050.010](#) Adoption of National Electrical Code
 - [17F.060.040](#) Elevator Code, Requirements
 - [17F.060.060](#) Elevator Code, Dangerous Conveyances
 - [17F.090.010](#) Adoption of the International Mechanical Code
 - [17F.100.010](#) Adoption of Uniform Plumbing Code

- [17G.010.200](#) Building and Construction Permits, Application for Worker's License
- Proposed text changes to above listed codes and tables are attached

ORDINANCE C35899

An ordinance relating to Permit Fees, Heating Mechanics Licenses, Building Official Review of Proposed Amendments to 17F, Fences, Adoption of Current State Building Codes, Elevators and Dangerous Conveyances, and Application for Worker's Licenses amending SMC 08.02.031, 10.29.030, 11.19.720, 17C.110.230, 17F.030.010, 17F.040.010, 17F.050.010, 17F.060.040, 17F.060.060, 17F.080.010; 17F.090.010, 17F.100.010, and 17G.010.200.

The City of Spokane does ordain:

Section 1. That SMC 08.02.031 is amended to read as follows:

Section 08.02.031 Building Code

A. Building Permit.

Building permit fees are based on the value of the work to be done as follows:

VALUE OF WORK

(in dollars)

FEE

(in dollars)

1 - 500

28.00

501 - 2,000

28.00 plus 3.00 for each 100 over 500

2,001 - 25,000

73.00 plus 13.00 for each 1,000 over 2,000

25,001 - 50,000

372.00 plus 10.00 for each 1,000 over 25,000

50,001 - 100,000

622.00 plus 7.00 for each 1,000 over 50,000

100,001 - 500,000

972.00 plus 5.00 for each 1,000 over 100,000

500,001 - 1,000,000

2,972.00 plus 4.00 for each 1,000 over 500,000

1,000,001 - 99,999,999

4,972.00 plus 3.00 for each 1,000 over 1,000,000

B. Valuation.

1. The value of construction for purposes of calculating the amount of the fee is determined by using the:
 - a. most current building valuation data from the International Code ~~((Conference))~~Council (ICC) as published ~~((in the "Building Safety Journal"))~~and updated by the ICC twice annually; or
 - b. contract valuation, whichever is greater.
2. "Gross area" when used in conjunction with the ICC building valuation data to determine valuation of a project is the total area of all floors, measured from the exterior face, outside dimension, or exterior column line of a building, including basements and balconies but excluding unexcavated areas.
3. The fee is based on the highest type of construction to which a proposed structure most nearly conforms, as determined by the building official.
4. For roofing permits, the value is determined to be:
 - a. one hundred fifty dollars per square for recovering roofs;
 - b. two hundred dollars per square for roofing projects when existing layers of roofing are torn off and a new layer is installed;
 - c. two hundred fifteen dollars per square for roofing projects when existing layers of roofing are torn off, new sheeting is installed, and a new layer of roof is installed;
 - d. or the contract valuation if it is greater.

C. Building Plan Review.

1. Plan review fees are sixty-five percent of the building permit fee as calculated from the table rounded up to the next whole dollar amount for:
 - a. all commercial building permits;
 - b. all industrial building permits;

- c. all mixed use building permits; and
 - d. new multi-family residences with three or more units.
- 2. Plan review fees are one hundred percent of the building permit fee as calculated from the table for fast-track projects.
- 3. Plan review fees are twenty-five percent of the building permit fee as calculated from the table rounded up to the next whole dollar amount for new:
 - a. single-family residences; and
 - b. duplexes.
- 4. Plan review fees are twenty-five dollars for:
 - a. new buildings that are accessory structures for single-family residences and duplexes to include garages, pole buildings, greenhouses, sheds that require a permit, etc.; and
 - b. additions to existing single family residences and duplexes to include living space, garages, sunrooms, decks, etc.
- 5. Plan review fees for additional review required by changes, additions, or revisions to plans are seventy-five dollars per hour or fraction thereof.
- 6. The building official may elect to assess plan review for remodeling single family residences and duplexes when required. This amount will be not be higher than the twenty-five percent of the building fee as calculated in the table rounded to the nearest whole dollar charged on a new single-family residence or duplex.

D. Demolition.

Demolition permit fees are:

- 1. Single-family residence, duplex and accessory structures: Thirty-five dollars each.
- 2. Other structures: Thirty-five dollars for every thousand square feet, to a maximum fee of three hundred fifty dollars.
- 3. The processing fee is twenty-five dollars.
- 4. For historic landmarks and contributing buildings within an historic district or located within the Downtown Boundary Area: five hundred dollars.
- 5. All demolition permit fees received by the city are to be deposited in the historic preservation incentives fund established by [SMC 07.08.152](#).

E. Fencing.

1. The permit fee is twenty dollars per one hundred linear feet, or fraction thereof.
2. The processing fee and review fee is twenty-five dollars.

F. Grading.

1. Grading permit fees are as follow:

VOLUME
(in cubic yards)

FEE
(in dollars)

100 or less

28.00

101 - 1,000

28.00 plus 12.00 for each 100 over 100

1,001 - 10,000

136.00 plus 10.00 for each 1,000 over 1,000

10,001 - 100,000

226.00 plus 45.00 for each 10,000 over 10,000

100,001 and more

631.00 plus 25.00 for each 10,000 over 100,000

2. Grading plan review fees are as follow:

VOLUME
(in cubic yards)

FEE
(in dollars)

50 or less

None

51 - 100

20.00

101 - 1,000

25.00

1,001 - 10,000

35.00

10,001 - 100,000

35.00 plus 17.00 for each 10,000 over 10,000

100,001 - 200,000

188.00 plus 10.00 for each 10,000 over 100,000

200,001 and more

288.00 plus 5.00 for each 10,000 over 200,000

G.

3. Failure to obtain a grading permit is a class one infraction under [SMC 1.05.150](#).
4. The processing fee is twenty-five dollars.

H. Sign Permits.

1. Sign permit fees are:
 - a. thirty dollars for each wall sign, projecting sign and incidental sign;
or
 - b. seventy-five dollars for each pole sign, including billboards and off-premises signs.
2. The building services plan review fee is fifty dollars and is in addition to the sign permit fee for pole signs in excess of one hundred square feet or more than thirty feet high.
3. The planning services review fee is fifty dollars for all signs.
4. The processing fee is twenty-five dollars.

I. Factory-built Housing.

1. The installation fee for factory-built housing is fifty dollars per section.
2. A foundation or basement requires a separate building permit.
3. Decks, carports and garages require a separate building permit.

4. The development services review fee is fifty dollars.
5. The processing fee is twenty-five dollars.

J. Manufactured (Mobile) Home.

1. The installation fee for a manufactured (mobile) home is fifty dollars per section.
2. A basement requires a separate building permit.
3. Decks, carports and garages require a separate building permit.
4. The development services review fee is fifty dollars.
5. The processing fee is twenty-five dollars.

K. Temporary Structures.

Permit fees for temporary structures are:

1. One hundred dollars for the first one hundred eighty days; and
2. Five hundred dollars for the second one hundred eighty days.
3. No third session will be allowed.
4. The development services review fee is fifty dollars.
5. The processing fee is twenty-five dollars.

L. Relocation.

1. The fee for a building relocation inspection for bond determination is seventy-five dollars.
2. The development services review fee is fifty dollars.
3. The processing fee is twenty-five dollars.
4. Any repairs or alterations required for relocation are handled by various building permits and the fees for such building permits are in addition to the relocation permit fee.

M. Early Start and Fast Track Approval.

The fee for an early start or fast track building permit approval is twenty-five percent of the building permit fee rounded to the next whole dollar amount and is in addition to any other required fees.

N. Certificate of Occupancy.

1. There is no separate fee for the issuance of a certificate of occupancy following final inspection under a permit so long as the fee for the permit is at least fifty dollars; otherwise, the minimum fee for a building permit and certificate of occupancy is fifty dollars plus a twenty-five dollar processing fee.

2. The fees for the issuance of a certificate of occupancy not resulting from work done under permit are as provided in [SMC 8.02.060](#).

3. The building official will assess a fee not to exceed one hundred percent of the building permit fee for the issuance or extension of any temporary certificate of occupancy. The minimum fee will be:

- a. two hundred twenty-five dollars plus a twenty-five dollar processing fee when the building permit fee exceeds this amount;
- b. equal to the amount of the building permit fee when the building permit fee is less than two hundred fifty dollars.

O. Swimming Pools.

1. The building and plumbing permit fee for a swimming pool is:

- a. seventy-five dollars for those accessory to a single-family residence; and
- b. one hundred dollars for all others.

2. The planning services review fee is twenty-five dollars.

3. The processing fee is twenty-five dollars.

4. Mechanical, electrical and fence permits are additional.

P. Parking Lot and Site Work Permits.

The fee for a site work permit is charged in accordance with the fee table in subsection (A) of this section.

Q. Reinspections.

The fee for reinspections for work that was not ready, or corrections previously identified but remain uncorrected, or site not accessible is seventy-five dollars per incident.

R. Inspections Outside Normal Inspector Working Hours.

The fee for inspections outside normal inspector working hours is seventy-five dollars per hour or fraction of an hour. A minimum of two hours is payable at the time the request is made and before an inspection can be scheduled.

S. Work Done Without a Permit/Investigation Fees.

Where work has commenced without first obtaining the required permit(s), a work without permit fee equivalent to the greater of:

1. twice the inspection fee, or
 2. the permit fee plus one hundred fifty dollars,
- must be paid prior to the issuance of the permit(s).

T. Safety Inspections.

The fees for safety inspections are:

1. Commercial Buildings: Seventy-five dollars per hour or fraction of an hour with a prepaid minimum of one hundred fifty dollars.
2. Single-family Residence – Electrical only: Seventy-five dollars.
3. Single-family Residence – Two or more trade categories: One hundred fifty dollars.
4. Two-family Residence: One hundred seventy-five dollars.
5. Multifamily – Three to six units: Two hundred fifty dollars.
6. Multifamily – Seven to fifty units: Two hundred fifty dollars plus twenty-five dollars for each unit over six.
7. Multifamily – Over fifty units: One thousand three hundred fifty dollars plus ten dollars for every unit over fifty.
8. Electrical Service Reconnect - Residence - Twenty-five dollars
9. Electrical Service Reconnect - Commercial - Fifty dollars
10. Processing fee: Twenty-five dollars.

U. Recording Fee Use of Public Right-of-way and Large Accessory Building Agreement.

The property owner shall be charged a pass-through fee equal to the amount assessed by Spokane County when erecting a fence, retaining wall or other structure in a public right-of-way. This is a recording fee for the acknowledged agreement whereby the property owner covenants to remove the encroachment upon notice by the City. An additional twenty-five dollar processing fee is required when a permit is not issued in conjunction with the recording.

V. Expired Permits Over Six Months.

1. Building Permits.

- a. No inspections have been made: Permits require full resubmittal, and if a commercial project, plan review. Original valuation shall be contained in description of new permit.
- b. Footings and foundations only have been inspected and approved: Minimum of seventy-five percent of the original assessed permit fee plus new processing fees. Original valuation shall be contained in description of new permit.

- c. All rough-in inspections approved: Minimum of twenty-five percent of original permit fee plus new processing fees. Original valuation shall be contained in description of new permit.
- d. Additional work done not on original permit: New valuation shall be calculated based upon either square footage if new construction, or valuation if remodel.

2. Plumbing Permits.

- a. No inspections: A full new permit for all fixtures is required.
- b. Partial inspections approved: If water tests, top outs and ground plumbing have been approved, then twenty-five percent of the original itemized permit fees plus new processing fee.

3. Mechanical Permits.

- a. No inspections: A full new permit is required.
- b. Partial inspections: If all rough-in inspections and air tests have been approved, then twenty-five percent of the original permit fee plus new processing fee.

4. Electrical Permit.

- a. No inspections: A full new permit is required.
- b. Partial inspections: If all rough-in inspections and service inspections have been approved, then twenty-five percent of the original fees plus new processing fee.

W. Processing Fee.

In addition to all of the fees identified in [SMC 8.02.031](#), the processing fee for each permit is twenty-five dollars, unless specifically stated otherwise.

Section 2. That SMC 10.29.030 is amended to read as follows:

Section 10.29.030 Heating Mechanics – License

No person may perform work requiring a mechanical permit without a license issued by the building services department of the appropriate type as follows:

~~((A.))((An apprentice heating mechanic license authorizes the holder to do gas fitting and oil burner work in the presence and under the supervision of a licensed heating mechanic or oil burner installer.))~~

~~((B))~~A. A gas heating mechanic I license authorizes the holder to do gas fitting work on a gas:

1. system or gas appliance utilizing up to four hundred thousand BTU input per hour, or
2. appliance in excess of four hundred thousand BTU input per hour under the direct supervision and in the presence of a gas heating mechanic II.

~~((G))~~B. A gas heating mechanic II license authorizes the holder to do industrial gas fitting work (exceeding four hundred thousand BTU) on any permit a mechanical contractor can take out.

~~((D-))~~~~((An oil burner installer's license authorizes the holder to do any installation or service work respecting oil burners and oil burning equipment.))~~

~~((E))~~C. Contractors who obtain permits requiring a heating mechanics license and the installer who performs the installation shall both be liable for the civil infraction set forth in [SMC 1.05.170](#).

Section 3. That SMC 11.19.720 is amended to reach as follows:

Section 11.19.720 Building Official

- A. The director of building services, who has jurisdiction over the construction, alteration, repair and occupancy of buildings under the various building and construction codes in this title, has responsibility to enforce the zoning code, through the permit and certificate processes and through the initiation of legal or administrative proceedings.
- B. The building official administers the more technical construction aspects of the zoning code, such as:
 1. the material and method of installation of manufactured home skirting;
 2. the installation and anchorage of manufactured homes;
 3. waiver of the minimum height of a loading space; and
 4. determination of the costs of restoration of a damaged nonconforming building.

- C. The building official issues certificates of occupancy evidencing the determination that the building and use either comply with zoning code or are nonconforming.
- D. The building official determines whether and when nonconforming rights have been abandoned and requires the discontinuance or removal of unpermitted uses.
- E. The building official is responsible for various interpretations, including:
 - 1. which is the front property line;
 - 2. the permissible height of structures in the airport hazard area;
 - 3. the number of off-street parking spaces when not specifically provided for; and
 - 4. the propriety of accessory buildings on a side property line.
- F. The building official makes recommendations to the director of planning services concerning the compliance of a proposal with the goals and policies of an interim development control area.
- G. In issuing building permits for construction within planned unit developments, the building official may permit minor adjustments of the location or dimensions of buildings, so long as such adjustments do not:
 - 1. exceed the permitted density or the total number of dwelling units authorized in the PUD, or
 - 2. decrease the amount of parking facilities, or
 - 3. permit buildings to be located closer to the site boundary line, or
 - 4. change any points of ingress or egress to the site.Questions as to whether the adjustment is minor in nature may be referred to the director of planning services for a decision.
- H. The building official shall review and approve all proposed amendments to Title 17F Construction Standards prior to review by other recommending or decision making bodies within the City of Spokane.

Section 4. That SMC 17C.110.230 is amended to read as follows:

Section 17C.110.230 Fences

A. Purpose.

The fence standards promote the positive benefits of fences without negatively affecting the community or endangering public or vehicle safety. Fences can create a sense of privacy, protect children and pets, provide separation from busy streets,

and enhance the appearance of property by providing attractive landscape materials. The negative effects of fences can include the creation of street walls that inhibit police and community surveillance, decrease the sense of community, hinder emergency access and the safe movement of pedestrians and vehicles, and create an unattractive appearance.

B. Types of Fences.

The standards apply to walls, fences, trellises, arbors, and screens of all types whether open, solid, wood, metal, wire, masonry, or other material.

C. Location.

1. Front Lot Line.

Fences up to forty-two inches high are allowed in required front lot line setbacks.

2. Sides and Rear Lot Line.

Fences up to six feet high are allowed in required sides or rear lot line setbacks. Except in an instance where a rear lot line joins the front lot line of another lot, the fence must be either:

a. forty-two inches high or less, or

b. right isosceles triangle having sides of seven feet measured along the right-of-way line of a side yard and the front property line.

3. Other.

The height for fences that are not in required building setbacks is the same as the height limits of the zone for detached accessory structures in Table 17C.110-3.

4. Alleys.

Fences shall not obstruct the clear width required in SMC 17H.010.130(G).

D. Reference to Other Standards.

Building permits are required by the building services department for all fences including the replacement of existing fences. A permit is not required to repair an existing fence.

E. Prohibited Fences.

1. No person may erect or maintain a fence or barrier consisting of or containing barbed, Constantine, or razor wire in the RSF, RTF, RMF, or RHD zones. In the RA zone, up to three strands of barbed wire are allowed for agricultural, farming or animal uses.
2. No person may construct or maintain a fence or barrier charged with electricity in the RSF, RTF, RMF, or RHD zones. In the RA zone, the use is permitted for the containment of livestock only.
3. A fence, wall, or other structure shall not be placed within the public right-of-way without an approved covenant as provided in SMC 17G.010.160 and any such structure is subject to the height requirement for the adjoining setback.
4. Fence Setbacks.

a. Arterial Street.

No fence may be closer than twelve feet to the curb of an arterial street.

b. Local Access Street.

No fence may be closer than the back of the sidewalk on a local access street. If there is no sidewalk, the fence shall be setback seven feet behind the face of the curb of a local access street.

F. Enclosures for Pools, Hot Tubs, and Impoundments of Water~~((or Ponds))~~.

1. To protect against potential drowning and near drowning by restricting access to pools, spas, and other impoundments of water, a~~((A))~~ person maintaining a swimming pool, hot tub, ~~pond~~ or other impoundment of water exceeding ~~five thousand gallons~~ and eighteen inches or more in depth and located on private property is required to construct and maintain an approved fence or other barrier as described in the currently adopted edition of the International Swimming Pool and Spa Code~~((by which the pool or other water feature is enclosed and inaccessible by small children))~~.

2. When a fence is elected as the preferred barrier, the following applies:

- a. The required pool enclosure must be at least fifty-four inches high and may be a fence, wall, building or other structure approved by the building services department.
- b. If the enclosure is a woven wire fence, it is required to be built to discourage climbing.
- c. No opening, except a door or gate, may exceed four inches in any dimension.
- d. Any door or gate in the pool enclosure, except when part of the occupied dwelling unit, must have self-closing and self-locking equipment by which the door or gate is kept secure when not in use. A latch or lock release on the outside of the door or gate must be at least fifty-four inches above the ground.

G. Visibility at Intersections.

A fence, wall, hedge, or other improvement may not be erected or maintained at the corner of a lot so as to obstruct the view of travelers upon the streets.

1. Subject to the authority of the traffic engineer to make adjustments and special requirements in particular cases, all fences, vegetation, and other features within the Clear View Triangle defined in SMC 17A.020.030 shall be maintained to keep a vertical clear view zone between three and eight feet from ground level

Section 5. That SMC 17F.030.010 is amended to read as follows:

Section 17F.030.010 Adoption of Standard Codes

- A. Boiler and pressure vessels installed within the city of Spokane shall comply with Sections I, II (Parts A, B, C and D), IV, V, VI, VII, VIII Divisions 1, 2, 3, IX, X, XII and PVHO-1 of the ASME Boiler and Pressure Vessel Code, current edition, together with the addenda thereto. Boilers and pressure vessels shall comply with the editions of the code in effect at the time the equipment was manufactured. (Reference WAC 296-104-200).
- B. The National Board Inspection Code, ((2015))current adopted Edition, with current addenda applies to the alteration, inspection and repair of boilers, unfired pressure vessels and appurtenances in the city.
- C. NFPA 85 Boiler and Combustion Systems Hazards Code current edition (for use with boilers with fuel input ratings of twelve million five hundred thousand BTU per hour or greater. (Reference WAC 296-104-200)
- D. These codes as modified by the additions, deletions and amendments set forth in this chapter, are the boiler and pressure vessel code of the City.
- E. The basis for [SMC 17F.030](#) is WAC 296-104 with the exclusion of the unique administrative and fee items unique to Washington State inspectors and their inspection process.

Section 6. That SMC 17F.040.010 is amended to reach as follows:

Section 17F.040.010 Adoption of Building Codes and Related Washington State Codes

- A. There is adopted the Washington State Building Code (chapter 19.27 RCW and chapter 19.27A RCW) as modified by chapter 51-50 WAC. Specifically, the code includes the:
 - 1. International Building Code (IBC), ((2015))current adopted Edition, as published by the International Code Council, including Washington State

- amendments, ICC/ANSI A117.1 ((2009)), and the ((2015))current adopted Edition International Existing Building Code;
2. International Residential Code, ((2015))current adopted Edition (except Part IV – Energy Efficiency, Part VII – Plumbing, and Part VIII – Electrical) as published by the International Code Council, and chapter 51-51 WAC; and Appendix Q: Dwelling Unit Fire Sprinkler Systems, WAC 51-51-60105;
 3. International Energy Conservation Code, ((2015))current adopted Edition, chapter 51-11C and 51-11R WAC.
- B. The codes, standards, and regulations adopted in subsection (A) of this section, as amended by this chapter, constitute the building code of the City of Spokane.

Section 7. That SMC 17F.050.010 is amended to read as follows:

Section 17F.050.010 Adoption of the National Electrical Code

- A. The National Electrical Code, ((2017))current adopted Edition, as published by the National Fire Protection Association, is the electrical code for the City.
- B. The rules and regulations of the State department of labor and industries, contained in chapter 296-46B WAC (except WAC 296-46B-906, WAC 296- 46B-907, WAC 296-46B-908, WAC 296-46B-909, and WAC 296-46B- 911) are adopted as amendments and interpretations of the National Electrical Code.
- C. Persons doing electrical work are also required to comply with the state electrical installations laws.
- D. The National Electrical Code is further modified by the local amendments as provided in this chapter.

Section 8. That SMC 17F.060.040 is amended to read as follows:

Section 17F.060.040 Requirements

- A. All new and existing elevators, dumb waiters, escalators, stair climbers, platform lifts, temporary personnel hoists, material lifts and moving walks and alterations must conform to this code.
- B. A sidewalk elevator, or hoist, or a freight elevator, which does not rise above the ground floor must have doors and gates so constructed that the car cannot move until they are closed. A sidewalk hoist must be equipped with safety rods so that it cannot be started until the sidewalk doors are open.
- C. Lock boxes for machine room access may be required by conditions.

- D. Conveyances with uncorrected deficiencies are subject to additional inspections and fees. An elevator inspector may revoke an operating permit and red-tag the conveyance if deficiencies remain uncorrected for one hundred fifty days.
- E. Elevators no longer used or deemed to be unsafe may be ordered to be decommissioned by the City Inspector.
- F. Conveyances to be decommissioned must occur by permit and inspections according to the requirements of ASME 17.1. Failure to decommission a conveyance as directed by the elevator inspector shall result in a class I civil infraction.
- G. Elevators incorporating noncircular elastomeric coated steel suspension members (belt suspension) shall use only fire rated belts tested to UL 62, UL 1581 FT-1 fire rating or equivalent.

Section 9. That SMC 17F.060.060 is amended to read as follows:

Section 17F.060.060 Dangerous Conveyances

- H. Whenever the elevator inspector finds a conveyance or part dangerous or unsafe, the owner must immediately repair, replace or otherwise correct the danger.
- I. No person may:
 - 1. remove, conceal or deface any notice of condemnation posted on a conveyance by the inspector; or
 - 2. operate a conveyance until it has been inspected and approved for operation by the inspector.
 - 3. remove any lock or lock out device that has been placed on a conveyance by an authorized person that is intended to prevent the operation of the conveyance that has been deemed unsafe to operate by that person.
- C. Violation of this section will result in a Class I civil infraction assessed daily until corrected.

Section 10. That SMC 17F.080.010 is amended to read as follows:

Section 17F.080.010 Adoption of Internal Fire Code

- A. The Washington State current amended edition (~~((amended version))~~) of the ~~((2015))~~ International Fire Code (IFC) and related standards, published by the International Code Council, as modified by this title, is the fire code of the City of Spokane except as otherwise provided.
- B. The following amendments are made to the International Fire Code:
 - 1. Section 101.1 is modified to read as follows:

- a. Title.

These regulations shall be known as the fire code of the City of Spokane, hereinafter referred to as “this code.”
2. Section 109.4 is modified to read as follows:
 - a. Violation Penalties.

Persons who shall violate a provision of this code or shall fail to comply with any of the requirements, thereof, or who shall erect, install, alter, repair, or do work in violation of the approved construction documents or directive of the fire code official or of a permit or certificate used under provisions of this code shall be subject to the provisions of [chapter 1.05 SMC](#).
3. Section 111.4 is modified to read as follows:
 - a. Failure to Comply.

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties identified in [chapter 1.05 SMC](#).
4. IFC Sections 503.1.1, 503.1.2, 503.1.3, 503.2, 503.3, and 503.4 are adopted as published.
5. Chapter 56 is amended with [chapter 10.33A SMC](#).
6. Section 903.2.11.5 is revised to read:
 - a. A wet chemical suppression system shall be installed in a commercial kitchen exhaust hood and duct system to meet the compliance of Section 904.
7. Section 904.2.2 is revised to read:
 - a. Each required commercial kitchen exhaust hood and duct system required by Section 609 to have a Type 1 hood shall be protected with a wet chemical suppression system installed in accordance with this code.
8. Section 904.12.

Replace the first paragraph and the five types to read:

 - a. 904.12 – Commercial Cooking Systems.

The automatic fire extinguishing system for commercial cooking systems shall be a wet-chemical type system. The wet-chemical system shall be tested in accordance with UL 300 and listed and labeled for the intended application. The system shall be installed in accordance with this code, its listing, and the manufacturer’s installation instructions. Wet-chemical extinguishing systems shall be installed in accordance with NFPA 17A.
9. Section 904.12 – Exception; Section 904.12.1 – Exception; Section 904.12.3; Section 904.112.4 are not adopted.
10. Section 905.1 – Add the following to end of the paragraph:

Class II and Class III standpipes are not allowed for new construction in the City of Spokane. All requirements for Class II and Class III shall be Class I and references to one- and one-half inch outlets shall be changed

to two and one-half inches. There are no requirements for two and one-half inch hose to be provided (i.e., stages).

11.906.1.1.

Revise exception to read as follows:

a. Exception.

Portable fire extinguishers are not required for residential buildings that do not have an interior or exterior common space, such as townhouses.

12. Section 1011.14.

Remove “and for access to unoccupied roofs” from last sentence.

13. Section 1011.12

Remove the last sentence

14. Section 1023.9.

Revise the second sentence to read as follows:

“ . . . the story of, the number of floors above grade (if it is different from the story number), and the direction . . . ”

15. Section 5704.2.9.6.1.

Remove the last part of the last sentence “(See Section 3 of the Sample Ordinance for Adoption of the International Fire Code on page xxi).”

16. Section 5706.2.4.4.

Remove the last part of the last sentence “(See Section 3 of the Sample Ordinance for Adoption of the International Fire Code on page xxi).”

17. Section 5806.2.

Remove the last part of the last sentence “(See Section 3 of the Sample Ordinance for Adoption of the International Fire Code on page xxi).”

18. Section 6104.2.

Remove the last part of the last sentence “(See Section 3 of the Sample Ordinance for Adoption of the International Fire Code on page xxi).”

Section 11. That SMC 17F.090.010 is amended to read as follows:

Section 17F.090.010 Adoption of International Mechanical Code

The current adopted Editions of the International Mechanical Code (IMC) and the International Fuel Gas Code (IFGC)(~~(, 2015 Editions,)~~) published by the International Code Council, as modified by chapter 51-52 WAC and the additions, deletions, and amendments set forth in this chapter, are the mechanical code of the City.

Section 12. That SMC 17F.100.010 is amended to read as follows:

Section 17F.100.010 Adoption of Uniform Plumbing Code

- A. The Uniform Plumbing Code (UPC), (~~(2015)~~)current adopted Edition, and related standards published by the International Association of Plumbing and Mechanical

Officials, as modified by chapter 51-56 WAC and the additions, deletions, and amendments set forth in this chapter, is the plumbing code of the City.

B. Portions of the UPC not adopted are:

1. Chapters 12 and 15;
2. Combustion air and venting of appliances in Chapter 5; and
3. Portions of the Code addressing building sewers.

C. Appendices A, B, and I of the UPC are adopted as part of the code.

Section 13. That SMC 17G.010.200 is amended to reach as follows:

Section 17G.010.200 Application for Worker's License

A. State Licenses, Permits, Certificates.

Electricians and electrical apprentices are certificated by the department of labor and industries under chapter 19.28 RCW. Persons engaged in the craft of installing, altering, repairing and renovating potable water systems and liquid waste systems within a building, either as a journeyman plumber or specialty plumber must have a certificate issued by the department of labor and industries as provided in chapter 18.106 RCW.

B. Boiler Operators' and Boiler Inspectors' Licenses.

1. An applicant for a license under the boiler and pressure vessel code shall pay the prescribed fees and make written application to the department of building services on prescribed forms.
2. Unless the application is to renew a license in good standing for the succeeding year, the applicant shall be examined as to his qualifications by the board of boiler examiners.
3. To be eligible to apply for a license, an applicant must meet the following minimum qualifications:
 - a. First class engineer and boiler inspector: Two years of practical experience as a boiler operator in a high-pressure plant exceeding eight million BTU input.
 - b. Second class engineer: One year of practical experience as a high-pressure boiler operator in a high-pressure plant exceeding four million BTU input.
 - c. Third class engineer: One year of practical experience.
 - d. Small high-pressure boiler operator: Must pass the prescribed examination.

- e. Low-pressure boiler operator: Must pass the prescribed examination.
- 4. All boiler operation and boiler inspector license holders must renew the license annually by December 31st.

C. Mechanics' Licenses.

- 1. An applicant for any license to do work under the mechanical code shall pay the prescribed fees and make written application to the department of building services on prescribed forms.
- 2. The board of gas heating mechanic examiners shall examine to determine the qualifications and fitness of original applicants for licenses as a gas heating mechanic(~~(, oil burner installer, gas inspector or oil inspector)~~). The board may similarly examine any applicant for a renewal of such license.
- 3. To be eligible to apply for a license, an applicant must meet the following minimum qualifications:
 - a. Gas heating mechanic I or gas inspector I: ~~((Successful completion of the Inland Northwest HVAC Association Gas School or three years' experience in gas fitting work or gas service))~~ No Requirements.
 - b. Gas heating mechanic II or gas inspector II: ~~((Successful completion of an industrial gas school or three years' experience in gas fitting work, other than as an apprentice))~~ Must possess an active Gas Mechanic I license.
- 4. "Gas fitting work" means the installation, alteration, extension, repair or maintenance, from the outlet of the gas meter, of gas piping, venting and appliances.
- 5. All mechanical license holders must renew the license annually by December 31st. If the license is expired for more than 90 days, a new application and exam is required.

D. Apprentices.

The building official, with the approval of the appropriate board, may promulgate from time to time rules for the licensing, registration or regulation or apprentices in the various trades, consistent with federal and state law.

E. Registered Servicers.

An applicant for a license to test, maintain and alter fire alarm systems, portable fire extinguishers, range hood systems, sprinkler systems, standpipe systems, or underground critical materials storage tanks must pay the prescribed fee and make written application to the fire official. Proof of competency is by exam, demonstration, or submittal of credentials as approved by the fire official.

F. Refueler Operator.

An applicant for a permit to operate an aircraft refueler vehicle must present to the fire official an identification card issued by his employer certifying the applicant's qualifications, as provided in UFC Section 2402.3.